



Amendment No. 5  
to  
Agreement No. 9100 NG150000020  
for  
Social Services  
between  
**CASA MARIANELLA**  
and the  
**CITY OF AUSTIN**  
(Casa Marianella Shelter Program)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Two Hundred One Thousand Six Hundred Sixty Eight dollars (\$201,668)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 544,320
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 32,658	\$ 576,978
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 8,846	\$ 585,824
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 4,919	\$ 590,743
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 201,668	\$ 792,411
Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 201,668	\$ 994,079

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/8/2019]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/10/2019]

- 4.0 The following Terms and Conditions have been MODIFIED:

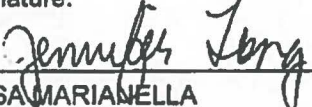
4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$201,668 (**Two Hundred One Thousand Six Hundred Sixty Eight dollars**).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:

  
CASA MARIANELLA  
Jennifer Long, Executive Director  
821 Gunter Street  
Austin, TX 78702

Date: 8-26-19

**CITY OF AUSTIN**

Signature:

  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 10/23/19

**Program Performance Measures****Contract Start**  
9/1/2015**Contract End**  
9/30/2020**Period Performance Start**  
10/1/2019**Period Performance End**  
9/30/2020**Outputs**

<b>OP #</b>	<b>Output Measure Description</b>	<b>Period Goal</b>		
		<b>City</b>	<b>Other</b>	<b>Total</b>
1	Total Number of Unduplicated Clients Served	88	252	340

**Program Performance Measures**

		<i>Contract Start</i> 9/1/2015	<i>Contract End</i> 9/30/2020	<i>Period Performance Start</i> 10/1/2019	<i>Period Performance End</i> 9/30/2020
<b>Outcomes</b>					
<i>OC Item</i>	<i>Outcome Measure Description</i>				<i>Total Program Goal</i>
1 Num	Number of case-managed households that transition from homelessness into housing				184
1 Den	Number of households that exit the program				230
1 Rate	Percent of case-managed households that transition from homelessness into housing				80
2 Num	Number of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services				280
2 Den	Number of Homeless Households residing in Shelter programs receiving HHSD-funding				292
2 Rate	Percentage of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services.				95.89



**Program Budget and Narrative**

Program Start 10/1/2019  
Program End 9/30/2020

	City Share	Other	Total
<b>Salary plus Benefits</b>	<b>\$84,342.00</b>	<b>\$308,052.00</b>	<b>\$392,394.00</b>
General Operations Expenses	\$100,326.00	\$239,479.00	\$339,805.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$100,326.00</b>	<b>\$239,479.00</b>	<b>\$339,805.00</b>
Food and Beverages for Clients	\$0.00	\$10,640.00	\$10,640.00
Financial Direct Assistance to Clients	\$17,000.00	\$13,590.00	\$30,590.00
Other Assistance	Please Specify	Please Specify	Please Specify
<b>Other Assistance Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Direct Assistance SubTotal</b>	<b>\$17,000.00</b>	<b>\$24,230.00</b>	<b>\$41,230.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$201,668.00</b>	<b>\$571,761.00</b>	<b>\$773,429.00</b>

**Detailed Budget Narrative****Salaries plus Benefits**

Salaries and benefits for Program Director, Operation Coordinator, and Case Management staff. Stipends and fees for Americorps members and Jesuit Volunteer Corps members.

**General Op Expenses**

Utilities, shelter costs (house maintenance, pest control, personal hygiene products, safety supplies and equipment, loan payments, cleaning supplies, shelter food, etc.), vehicle expenses, insurance, audit, accounting, office supplies, postage, telecom, outreach, fundraising, legal clinic expenses (bar dues, legal books and resources, CLE and staff training courses, etc.), ESL teaching materials, women's education program, natural health clinic.

**Program Subgrantees**

N/A

**Staff Travel**

N/A

**Conferences**

N/A

**Food and Beverage**

N/A

**Financial Assistance**

Co-payments for medical care, medications and counseling, transportation assistance, purchase of bus passes, fees to obtain birth certificates and other documents when clients do not have the financial resources to pay on their own. Some assistance with first month's rent, utility set-up etc. for departing residents.

**Other Assistance**

Created 5/8/2019 2:17:09 PM

Last Modified, If Applicable 5/10/2019 4:27:00 PM

***Program Budget and Narrative***

*N/A*

***Capital Outlay***

*N/A*



Amendment No. 4  
to  
Agreement No. NG150000020  
for  
Social Services  
between  
**CASA MARIANELLA**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Two Hundred One Thousand Six Hundred Sixty Eight dollars (\$201,668)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 544,320
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 32,658	\$ 576,978
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 8,846	\$ 585,824
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 4,919	\$ 590,743
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 201,668	\$ 792,411

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/6/2018]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 6/6/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$201,668 (***Two Hundred One Thousand Six Hundred Sixty Eight dollars***).

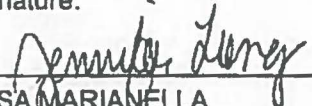
- 5.0 MBE/WBE goals were not established for this Agreement.

- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**


Signature:

  
CASA MARIANELLA  
Jennifer Long, Executive Director  
821 Gunter Street  
Austin, TX 78702

Date: 7-21-18

**CITY OF AUSTIN**

Signature:

  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 11/01/18

**Program Performance Measures****Contract Start**  
9/1/2015**Contract End**  
9/30/2019**Period Performance Start**  
10/1/2018**Period Performance End**  
9/30/2019**Outputs**

<b>OP #</b>	<b>Output Measure Description</b>	<b>Period Goal</b>		
		<b>City</b>	<b>Other</b>	<b>Total</b>
1	Total Number of Unduplicated Clients Served	88	252	340

**Program Performance Measures****Contract Start**  
9/1/2015**Contract End**  
9/30/2019**Period Performance Start**  
10/1/2018**Period Performance End**  
9/30/2019**Outcomes**

<b>OC Item</b>	<b>Outcome Measure Description</b>	<b>Total Program Goal</b>
1 Num	Number of case-managed households that transition from homelessness into housing	184
1 Den	Number of households that exit the program	230
1 Rate	Percent of case-managed households that transition from homelessness into housing	80
2 Num	Number of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services	280
2 Den	Number of Homeless Households residing in Shelter programs receiving HHSD-funding	292
2 Rate	Percentage of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services.	95.89



**Program Budget and Narrative**

Program Start 10/1/2018

Program End 9/30/2019

	<b>City Share</b>	<b>Other</b>	<b>Total</b>
<b>Salary plus Benefits</b>	<b>\$84,342.00</b>	<b>\$308,052.00</b>	<b>\$392,394.00</b>
General Operations Expenses	\$100,326.00	\$239,479.00	\$339,805.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$100,326.00</b>	<b>\$239,479.00</b>	<b>\$339,805.00</b>
Food and Beverages for Clients	\$0.00	\$10,640.00	\$10,640.00
Financial Direct Assistance to Clients	\$17,000.00	\$13,590.00	\$30,590.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$17,000.00</b>	<b>\$24,230.00</b>	<b>\$41,230.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$201,668.00</b>	<b>\$571,761.00</b>	<b>\$773,429.00</b>

**Detailed Budget Narrative****Salaries plus Benefits**

Salaries and benefits for Program Director, Operation Coordinator, and Case Management staff. Stipends and fees for Americorps members and Jesuit Volunteer Corps members.

**General Op Expenses**

Utilities, shelter costs (house maintenance, pest control, personal hygiene products, safety supplies and equipment, loan payments, etc.), vehicle expenses, insurance, audit, accounting, office supplies, postage, telecom, outreach, fundraising, legal clinic expenses (bar dues, legal books and resources, CLE and staff training courses, etc.), ESL teaching materials, women's education program, natural health clinic.

**Program Subgrantees**

N/A

**Staff Travel**

N/A

**Conferences**

N/A

**Food and Beverage**

N/A

**Financial Assistance**

Co-payments for medical care, medications and counseling, purchase of bus passes, fees to obtain birth certificates and other documents when clients do not have the financial resources to pay on their own. Some assistance with first month's rent, utility set-up etc. for departing residents.

**Other Assistance**

Created 6/6/2018 11:26:38 AM

Last Modified, If Applicable 6/6/2018 11:28:00 AM



***Program Budget and Narrative***

*N/A*

***Capital Outlay***

*N/A*



Amendment No. 3  
to  
Agreement No. NG150000020  
for  
Social Services  
between  
**CASA MARIANELLA**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Four Thousand Nine Hundred Nineteen dollars (\$4,919)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 544,320
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 32,658	\$ 576,978
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 8,846	\$ 585,824
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 4,919	\$ 590,743

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 12/7/2017]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$590,743 (Five Hundred Ninety Thousand Seven Hundred Forty Three dollars)**, and **\$201,668 (Two Hundred One Thousand Six Hundred Sixty Eight dollars)** per 12 month extension option, for a total Agreement amount of **\$1,195,747**. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.


4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$201,668 (Two Hundred One Thousand Six Hundred Sixty Eight dollars).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**


Signature:

  
CASA MARIANELLA  
Jennifer Long, Executive Director  
821 Gunter Street  
Austin, TX 78702

Date: 2-23-18

**CITY OF AUSTIN**

Signature:

  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 03/29/18

**Program Budget and Narrative**

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		
<b><i>Salary plus Benefits</i></b>	<b>\$75,000.00</b>	<b>\$79,423.00</b>	<b>\$84,342.00</b>	<b>Total</b>	<b>\$238,765.00</b>
<i>General Operations Expenses</i>	\$100,326.00	\$100,326.00	\$100,326.00		\$300,978.00
<i>Program Subgrantees</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<b><i>Operations SubTotal</i></b>	<b>\$100,326.00</b>	<b>\$100,326.00</b>	<b>\$100,326.00</b>		<b>\$300,978.00</b>
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$17,000.00	\$17,000.00	\$17,000.00		\$51,000.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<b><i>Direct Assistance SubTotal</i></b>	<b>\$17,000.00</b>	<b>\$17,000.00</b>	<b>\$17,000.00</b>		<b>\$51,000.00</b>
<b><i>Capital Outlay Amount</i></b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b><i>Total</i></b>	<b>\$192,326.00</b>	<b>\$196,749.00</b>	<b>\$201,668.00</b>		<b>\$590,743.00</b>
<i>Total Period Percentage</i>	32.56	33.31	34.14		

**Detailed Budget Narrative**

<b><i>Salaries plus Benefits</i></b>	Salaries and benefits for Program Director, Operation Coordinator, and Case Management staff. Stipends and fees for Americorps members and Jesuit Volunteer Corps members.
<b><i>General Op Expenses</i></b>	Utilities, shelter costs (house maintenance, pest control, personal hygiene products, safety supplies and equipment, loan payments, etc.), vehicle expenses, insurance, audit, accounting, office supplies, postage, telecom, outreach, fundraising, legal clinic expenses (bar dues, legal books and resources, CLE and staff training courses, etc.), ESL teaching materials, women's education program, natural health clinic.
<b><i>Program Subgrantees</i></b>	N/A
<b><i>Staff Travel</i></b>	N/A
<b><i>Conferences</i></b>	N/A
<b><i>Food and Beverage</i></b>	N/A
<b><i>Financial Assistance</i></b>	Co-payments for medical care, medications and counseling, purchase of bus passes, fees to obtain birth certificates and other documents when clients do not have the financial resources to pay on their own. Some assistance with first month's rent, utility set-up etc. for departing residents
<b><i>Other Assistance</i></b>	N/A
<b><i>Capital Outlay</i></b>	N/A



Amendment No. 2  
to  
Contract No. NG150000020  
for  
Social Services  
between  
**CASA MARIANELLA**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Eight Thousand Eight Hundred Forty Six dollars (\$8,846)***. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 544,320
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 32,658	\$ 576,978
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 8,846	\$ 585,824

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/12/2017]

**Exhibit E – Business Associate Agreement** is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$585,824 (Five Hundred Eighty Five Thousand Eight Hundred Twenty Four dollars)**, and **\$196,749 (One Hundred Ninety Six Thousand Seven Hundred Forty Nine dollars)**



per 12 month extension option, for a total Agreement amount of \$1,176,071. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$196,749 (*One Hundred Ninety Six Thousand Seven Hundred Forty Nine dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$196,749 (*One Hundred Ninety Six Thousand Seven Hundred Forty Nine dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an

accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

**Section 4.8.1 Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

**Section 4.8.3** The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

**Section 4.8.4** The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity



15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/> and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

**Section 8.6 Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

**5.0** The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

**Section 8.27 Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

**Section 8.28 HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

**8.28.1 Business Associate Agreement.** If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. §



160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

**Section 8.29 Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

**Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

- 6.0 MBE/WBE goals were not established for this Contract.
- 7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

**CONTRACTOR**

Signature:

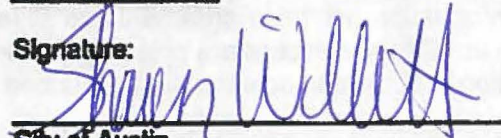


CASA MARIANELLA  
Jennifer Long, Executive Director  
821 Gunter Street  
Austin, TX 78702

Date: 3/21/17

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 4/10/17

**Program Budget and Narrative**

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		<b>Total</b>
<b>Salary plus Benefits</b>	\$75,000.00	\$79,423.00	\$79,423.00		\$233,846.00
<b>General Operations Expenses</b>	\$100,326.00	\$100,326.00	\$100,326.00		\$300,978.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
<b>Operations SubTotal</b>	\$100,326.00	\$100,326.00	\$100,326.00		\$300,978.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$17,000.00	\$17,000.00	\$17,000.00		\$51,000.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
<b>Direct Assistance SubTotal</b>	\$17,000.00	\$17,000.00	\$17,000.00		\$51,000.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		\$0.00
<b>Total</b>	\$192,326.00	\$196,749.00	\$196,749.00		\$585,824.00
<b>Total Period Percentage</b>	32.83	33.59	33.59		

**Detailed Budget Narrative**

<b>Salaries plus Benefits</b>	Salaries and benefits for Program Director, Operation Coordinator, and Case Management staff. Stipends and fees for Americorps members and Jesuit Volunteer Corps members.
<b>General Op Expenses</b>	Utilities, shelter costs (house maintenance, pest control, personal hygiene products, safety supplies and equipment, loan payments, etc.), vehicle expenses, insurance, audit, accounting, office supplies, postage, telecom, outreach, fundraising, legal clinic expenses (bar dues, legal books and resources, CLE and staff training courses, etc.), ESL teaching materials, women's education program, natural health clinic.
<b>Program Subcontractors</b>	N/A
<b>Staff Travel</b>	N/A
<b>Conferences</b>	N/A
<b>Food and Beverage</b>	N/A
<b>Financial Assistance</b>	Co-payments for medical care, medications and counseling, purchase of bus passes, fees to obtain birth certificates and other documents when clients do not have the financial resources to pay on their own. Some assistance with first month's rent, utility set-up etc. for departing residents.
<b>Other Assistance</b>	N/A
<b>Capital Outlay</b>	N/A

## **BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

### **RECITALS**

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. **Definitions.** Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
  2. **Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
  3. **Covered Entity.** "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
  4. **Designated Record Set.** "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of



this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
  6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
  7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
  8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
  9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
  10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
  11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
  12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
  13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:



- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
  - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
  - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
  - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate’s own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
  - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
  2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
  3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to



the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

**G. Term and Termination.**

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.



5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



Amendment No. 1  
to  
Contract No. NG150000020  
for  
Social Services  
between  
**CASA MARIANELLA**  
and the  
**CITY OF AUSTIN**

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Thirty Two Thousand Six Hundred Fifty Eight dollars (\$32,658)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 544,320
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 32,658	\$ 576,978

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/30/2016]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/30/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

**Section 4.1 [Contract Amount]**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$576,978 (Five Hundred Seventy Six Thousand Nine Hundred Seventy Eight dollars)**, and \$192,326 (One Hundred Ninety Two Thousand Three Hundred Twenty Six dollars) per twelve (12) month extension option, for a total Contract amount of \$1,153,956. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

**Section 4.1.2** Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$192,326 (One Hundred Ninety Two Thousand Three Hundred Twenty Six dollars);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$192,326 (One Hundred Ninety Two Thousand Three Hundred Twenty Six dollars);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$192,326 (One Hundred Ninety Two Thousand Three Hundred Twenty Six dollars).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

**CONTRACTOR**

Signature:

Jennifer Long  
CASA MARIANELLA  
Jennifer Long, Executive Director  
821 Gunter Street  
Austin, TX 78702

Date: 4-12-16

**CITY OF AUSTIN**

Signature:

Shawn Willett  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 7/7/16



**Program Performance Measures**

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

**Outputs**

	<i>Period</i>			<i>Contract Term **</i>
	<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID Output Measure Description</i>				
1 Total Number of Unduplicated Clients Served	88	88	88	228

**Outcomes**

	<i>Period</i>			<i>Contract Term **</i>
	<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID Outcome Measure Description</i>				
Number of case-managed households that transition from homelessness into housing	184	184	184	552
1B Number of households that exit the program	230	230	230	690
Percent of case-managed households that transition from homelessness into housing	80	80	80	80
Number of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services	280	280	280	780
Number of Homeless Households residing in Shelter programs receiving HHSD-funding	292	292	292	812
Percentage of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services.	95.89	95.89	95.89	96.06

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be &lt; or = Sum of Periods)

Created: 4/22/2015 2:03:00 PM

Last Modified, If Applicable: 3/30/2016 12:52:00 PM

## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	<b>9/1/2015</b>	<b>10/1/2016</b>	<b>10/1/2017</b>		
<i>Period End Date</i>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>		<b>Total</b>
<i>Salary plus Benefits</i>	<b>\$75,000.00</b>	<b>\$75,000.00</b>	<b>\$75,000.00</b>		<b>\$225,000.00</b>
<i>General Operations Expenses</i>	\$100,326.00	\$100,326.00	\$100,326.00		\$300,978.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	<b>\$100,326.00</b>	<b>\$100,326.00</b>	<b>\$100,326.00</b>		<b>\$300,978.00</b>
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$17,000.00	\$17,000.00	\$17,000.00		\$51,000.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	<b>\$17,000.00</b>	<b>\$17,000.00</b>	<b>\$17,000.00</b>		<b>\$51,000.00</b>
<i>Capital Outlay Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>\$192,326.00</b>	<b>\$192,326.00</b>	<b>\$192,326.00</b>		<b>\$576,978.00</b>
<i>Total Period Percentage</i>	33.33	33.33	33.33		

### Detailed Budget Narrative

<i>Salaries plus Benefits</i>	Salaries and benefits for Program Director, Operation Coordinator, and Case Management staff. Stipends and fees for Americorps members and Jesuit Volunteer Corps members.
<i>General Op Expenses</i>	Utilities, shelter costs (house maintenance, pest control, personal hygiene products, safety supplies and equipment, loan payments, etc.), vehicle expenses, insurance, audit, accounting, office supplies, postage, telecom, outreach, fundraising, legal clinic expenses (bar dues, legal books and resources, CLE and staff training courses, etc.), ESL teaching materials, women's education program, natural health clinic.
<i>Program Subcontractors</i>	N/A
<i>Staff Travel</i>	N/A
<i>Conferences</i>	N/A
<i>Food and Beverage</i>	N/A
<i>Financial Assistance</i>	Co-payments for medical care, medications and counseling, purchase of bus passes, fees to obtain birth certificates and other documents when clients do not have the financial resources to pay on their own. Some assistance with first month's rent, utility set-up etc. for departing residents.
<i>Other Assistance</i>	N/A
<i>Capital Outlay</i>	N/A

## **Envelope 2 Table of Contents**

**Offer Sheet**

**Table of Contents**

**Executive Summary**

**Application (Narrative)**

**Bonus narrative**

**Bonus attachments:**

- Leveraging letters
- Healthy Service Environment Policies

**Attachments:**

- Section 0605 – Local Business Presence Identification Form
- Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories
- Section 0625 – Housing Habitability
- Section 0640 – Performance Measure Chart
- Section 0645 – Program Staff Positions and Time
- Key Staff Bios and Job Descriptions
- Section 0650 – Program Budget and Narrative; Budget Justification
- Section 0655 – Program Funding Summary
- Section 0835 – Resident Bidder Provisions
- Funder Contact Information
- Monitoring Reports
- Resident Stories

**6 CDs**



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
REQUEST FOR APPLICATION (RFA)

---

**SOLICITATION NO:** EAD0116

**DATE ISSUED:** 2/24/14

**COMMODITY CODE:** 95243

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

**Phone:** (512) 972-4017

**E-Mail:** [Erin.D'Vincent@austintexas.gov](mailto:Erin.D'Vincent@austintexas.gov)

Questions regarding the RFA shall be sent to  
[CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Self Sufficiency Social  
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**APPLICATION DUE PRIOR TO:** 4/24/14, 11 AM, local time

**APPLICATION CLOSING TIME AND DATE:** 4/24/14, 11 AM, local  
time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**All documents shall be submitted the address below:**

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

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**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR  
FLASH DRIVE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***



**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDELINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Casa Mariabella

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Jennifer Long

Title: Executive Director

Signature of Officer or Authorized Representative: Jennifer Long

E-Mail Address: jlong@casamariabella.org

Phone Number: 512-385-5571 (shelter); 512-653-7824 (cell)

\* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN  
THE CITY OF AUSTIN  
AND  
CASA MARIANELLA  
FOR  
SOCIAL SERVICES**

**CONTRACT NO. NG150000020**

**CONTRACT AMOUNT: \$544,320**

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Casa Marianella ("Contractor"), a Texas non-profit corporation, having offices at 821 Gunter Street, Austin, TX 78702.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Natasha Ponczek Shoemake or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.



1.4.2 Contractor's Contract Manager, Jennifer Long, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## **SECTION 2. TERM**

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

## **SECTION 3. PROGRAM WORK STATEMENT**

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

## **SECTION 4. COMPENSATION AND REPORTING**

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$544,320 (Five Hundred Forty Four Thousand Three Hundred Twenty dollars)**, and \$181,440 (*One Hundred Eighty One Thousand Four Hundred Forty dollars*) per twelve (12) month extension option, for a total Contract amount of \$1,088,640. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:



4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$181,440 (*One Hundred Eighty One Thousand Four Hundred Forty dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$181,440 (*One Hundred Eighty One Thousand Four Hundred Forty dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$181,440 (*One Hundred Eighty One Thousand Four Hundred Forty dollars*).

#### 4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

**The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.**

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

#### 4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;



- 4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at: <http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms

and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

#### **4.8 Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).



5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

#### 4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.



4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

**4.12 Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
  - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
  - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.



4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

**4.12.9 Right To Audit By Office of City Auditor.**

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

**4.13 Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

**SECTION 5. TERMINATION**

- 5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 6. OTHER DELIVERABLES**

- 6.1 **Insurance.** The following insurance requirements apply.

### **6.1.1 General Requirements**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin  
Health and Human Services Department  
ATTN: Community Based Resources  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.



**6.1.2 Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**6.1.2.1 Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

\* **Supplemental Insurance Requirement.** If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

**6.1.2.2 Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required

coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## SECTION 7. **WARRANTIES**

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

## SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

### 8.4 **Indemnity.**

#### 8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE



PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Casa Marianella	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Jennifer Long, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H	821 Gunter Street	7201 Levander Loop, Bldg. E
Austin, TX 78702	Austin, TX 78702	Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.



- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a

condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November



Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**CASA MARIANELLA**

Signature: Hannah Bronsnick

Name: Hannah Bronsnick  
Printed Name

Title: Board President

Date: 6/2/2015

**CITY OF AUSTIN**

Signature: [Signature]

Name: JAMES SCARBOROUGH  
PURCHASING OFFICE

Date: 7/24/15

## **EXHIBITS**

### **Exhibit A – Program Forms**

- A.1** Program Work Statement
- A.2** Program Performance Measures
- A.3** Client Eligibility Requirements

### **Exhibit B – Program Budget Forms**

- B.1** Program Budget and Narrative

### **Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification**

### **Exhibit D- Homeless Management Information System (HMIS) Reporting Requirements**



## Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

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### Program Goals And Objectives

Our primary goal is:

Self-Sufficiency Goal #1: Safety Net/Infrastructure Services—To provide shelter and support to homeless immigrants in Austin through three programs: Casa Emergency Shelter, Posada Esperanza Transitional Family Shelter and a Community Education Center.

Objectives:

- 1.Homeless immigrants' basic needs are met by accessing home-like shelter facilities food, clothing, access to medical care for physical and mental illnesses, comprehensive case management, life skills and ESL education, all in renovated houses in residential neighborhoods in East Austin. Homeless immigrants with illnesses, injuries and disabilities are provided with recuperative care.
- 2.Homeless immigrants are provided with personal attention, kindness and respect and a strength-based approach to case management to help them reclaim their lives.
- 3.Homeless immigrants who are ill, injured, or traumatized receive recuperative care and medical case management.

Self-Sufficiency Goal #2: Transition out of poverty—To provide educational, case management, and legal services to homeless immigrants to enable self-sufficiency.

Objectives:

- 1.Homeless immigrants are provided with comprehensive case management to assist them in transitioning out of emergency and transitional shelters into economic independence and self-sufficiency.
- 2.Homeless immigrants overcome employment and other life barriers resulting from lack of English proficiency by accessing English classes offered at our facilities.
- 3.Homeless immigrants acquire the right to work and to receive public benefits by receiving quality, on-site immigration legal services.

### Program Clients Served

Casa Marianella serves homeless immigrant men, women, and children, and sick and injured immigrants in Austin, TX.

Compliance with HHSD Eligibility Criteria: The eligibility criteria for the program is homelessness, so the agency will insure that all client files contain a Homeless Eligibility form and are entered into HMIS. Identity, residency and income requirements, as well as annual recertification of homelessness are not required.

### Program Services And Delivery

Our first goal is to get homeless immigrants off the streets and into the safety of our shelters. Our next step is get them fed, stabilized and healthy. Once that is achieved, our major goal is to help residents leave our shelters for long-term, affordable housing, with sufficient income to support themselves and any dependent family members (mostly spouses and their children, and occasionally parents or other older relatives).

All activities are designed to stabilize homeless immigrants during a time of crisis, then help them access the resources and develop the skills to achieve self-sufficiency. Residents live in either the Casa Adult Emergency Shelter for male and female adults or the Posada Esperanza Transitional Shelter for women and children escaping violence. Residents are given all necessary services, including:

- Housing
- Food
- Clothing and toiletries
- Case Management
- Access to physical and mental health care, including co-payments, when necessary
- Transportation and translation services for medical appointments
- Recuperative care, including supervision of doctor's instructions and oversight of medication timing

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Last Modified, If Applicable



## ***Program Work Statement***

*Contract Start Date*

9/1/2015

*Contract End Date*

9/30/2018

- Adult education: Classes in English language, employment readiness, parenting, child development
- Children's education: a focus on early literacy, English language acquisition, achieving grade level in all academic subjects, tutoring and developing and maintaining a relationship with schools
- Referrals to other nonprofit, community and government agencies for all other services, as needed

Case managers ensure that Casa residents receive all necessary services, either in-house or through referrals with other nonprofit, community and government agencies. Essential services like housing, food and case management are provided at the Casa Shelters. ESL, education/literacy/tutoring for children, employment readiness, domestic violence prevention and other life skills classes are provided at the Community Education Center and the Posada Esperanza shelter. Many of these classes, including our large ESL program, are taught exclusively by volunteers. When another agency has the expertise, like SafePlace for the domestic violence prevention classes, they come to our facilities to serve our residents. When practical, given transportation and childcare issues, our residents receive services from many other agencies including physical and mental healthcare, social services, and employment programs.

### ***System for Collecting and Reporting Program Data***

Casa Marianella enters data into HMIS for each client served with shelter. A release of information for HMIS is signed by each shelter client. One staff person from Casa Marianella is licensed to enter data into HMIS. This staff person collects the data of intake and exit from case files for each client and enters the data into Client Point including client profiles, creating households, entry/exits, and data on their ROI. Data collected in HMIS includes domestic violence, previous residence, entry income, entry benefits, and demographic information.

We also maintain paper files on clients and track clients and services through an internal database program.

### ***Performance Evaluation***

Casa Marianella staff carefully records all client services, achievements and lack of progress. This information is entered in secure individual case files and computerized databases, with reports run on a regular basis to review the strengths and weaknesses of each program so that we may improve our services and better serve our clients. Reports are reviewed on a regular basis by agency staff, administrators and board members as well as a wide range of government and philanthropic foundation funders. Casa Marianella staff create monthly and quarterly reports on the clients, services provided to clients, and outcomes. The Board of Directors reviews the finances and performance of Casa Marianella six times a year.

### ***Quality Improvement***

Casa Marianella is operated by a small, cooperative team of staff. The staff meets every week to discuss every client's situation and plan, the operations of the shelter, and the services provided. A goal of every staff meeting is to evaluate the quality of the services provided and to think of methods of improvement. Each idea for improvement is discussed at the meeting and a plan of action is decided upon. At the subsequent meetings, an evaluation of the actions is discussed. Every evening at the shelter there is a house meeting where all residents are present. At each meeting, the residents are asked to express their concerns or complaints. If the issue presented is not resolved immediately, the issue is brought to the next staff meeting for discussion. Through an anonymous staff survey, an annual evaluation is executed by the Board of Directors on the performance of the Program Directors and the overall functioning of the organization. This evaluation is then reviewed by the Board and recommendations are made for improvement. Additionally, the Board of Directors and staff perform a separate planning workshop to address future needs, plans, and visions for the organization.

Casa Marianella involves the input of current and former clients in many of our program activities. Current and former clients regularly volunteer to provide translation for clients with limited English. By involving current and former clients in many areas of our work we incorporate their ideas, suggestions, and concerns into our decisions and program delivery.

### ***Service Coordination with Other Agencies***

Casa Marianella works closely with the City of Austin, the Austin-Travis County Medical Assistance Program (MAP), Community Health Centers of Austin and Travis County, state of Texas OneStar Foundation, the federal Immigration and Customs Enforcement (ICE) and the Corporation for National and Community Service (AmeriCorps). We also work with a wide range of City of Austin funded social service providers including Any Baby Can, SafePlace, Capital Area Food Bank, Caritas of Austin, Front Steps, YWCA, Vincare/St. Louise House, Foundation Communities, Foundation for the Homeless,

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## ***Program Work Statement***

***Contract Start Date***      9/1/2015      ***Contract End Date***      9/30/2018

Communities in Schools, Salvation Army, Texas RioGrande Legal Aid and WorkforceSolutions. We also work with a wide range of area nonprofit agencies not funded by the City, including Seton Family of Hospitals, particularly University Medical Center Brackenridge, El Buen Samaritano Episcopal Mission, the Center for Survivors of Torture, Project Help, Catholic Charities of Central Texas, American Gateways and The University of Texas Law Clinic. The goal of our collaborations, partnerships and referral network is to provide the full range of needed services for all of our clients without duplicating services.

One of our most significant collaborations is with Keep Austin Housed, an eight-agency collaborative led by lead/fiscal agent Front Steps to develop and implement a collaborative AmeriCorps case management program to better serve the city's homeless population.

### ***Service Collaboration with Other Agencies***

There is no collaboration funded in this program.

### ***Community Planning Activities***

Casa Marianella continues to be very proactive in community planning activities related to both homelessness and immigration:

- Casa Marianella's Keep Austin Housed AmeriCorps and Jesuit Volunteer Corps members help organize and execute the Point in Time Homeless Count, work with other homeless service providers to plan the annual Homeless Resource Fair and help plan the MLK Day activities and citywide AmeriCorps activities.
- We are expanding a collaboration with University Medical Center at Brackenridge to develop a system to identify and track all homeless immigrant patients in the hospital. This requires coordination of all medical and social service departments so it will be a lengthy process. Brackenridge currently discharges homeless immigrants to Casa, a program that we have expanding with the hiring of the hospital's first International Discharge Coordinator, who joined Casa's board.
- This year we became fiscal agent for a collaborative program to serve immigrants released from immigration detention. The program involves Austin agencies Casa Marianella, American Gateways and Center for Survivors of Torture and is coordinated/funded by Lutheran Immigration and Refugee Service. LIRS staff is coming to Austin to meet with the collaborative in March. The program works with ICE and detention officials as well as nonprofits on Sana Antonio as the immigration courts are located in San Antonio.
- Casa helps facilitate an ongoing multi-agency program that brings Jesuit Volunteer Corps members to several Austin agencies.
- Casa is working with several groups to increase legal services for the poor: State Bar of Texas, Legal Access Division Community Pro Bono Committee) and a DACA Work Group that collaboratively addresses legal issues for immigrants. Austin legal groups, including Casa, are coordinating local services in response to Obama's new immigration policy. Casa's immigration legal fellow from last year is helping organize the community response.
- It is our plan to become involved in ECHO's Housing Work Group this year so that we can be involved in the planning of the coordinated assessment.

*Created* 4/22/2015 12:19:00 PM

*Last Modified, If Applicable*

**Program Performance Measures**

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
		<i>Start Date</i>	<i>End Date</i>	<i>Start Date</i>	
		10/1/2015	10/1/2016	10/1/2017	9/1/2015
		9/30/2016	9/30/2017	9/30/2018	9/30/2018

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>Outputs</i>	<i>ID Output Measure Description</i>				
	1 Total Number of Unduplicated Clients Served	82	82	82	212

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>Outcomes</i>	<i>ID Outcome Measure Description</i>				
	Number of case-managed households that transition from homelessness into housing	184	184	184	552
1B	Number of households that exit the program	230	230	230	690
	Percent of case-managed households that transition from homelessness into housing	80	80	80	80
	Number of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services	280	280	280	780
	Number of Homeless Households residing in Shelter programs receiving HHSD-funding	292	292	292	812
	Percentage of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services.	95.89	95.89	95.89	96.06

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 4/22/2015 2:03:00 PM Last Modified, If Applicable: 6/4/2015 11:48:00 AM



# **City of Austin Health and Human Services**

## **Social Service Contracts**

### **Client Eligibility Requirements**

**UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.**

#### **GENERAL**

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
  - Annual certification of client eligibility
  - Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
  - If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
  - Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
  - Clients in programs serving victims of violence are not subject to residency or income requirements
  - Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

#### **IDENTITY**

- Client must provide proof of identity in order to receive City-funded services, documented by:
  - A government –issued identification; or
  - A signed Self-Declaration of Identity supported by client residency documentation

#### **RESIDENCY**

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
  - Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
  - Residency eligibility must be verified by one or more of the following sources:
    - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
    - Travis County Appraisal District website (<http://www.traviscad.org>)

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) ([www.usps.com](http://www.usps.com))

#### **INCOME**

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
  - For the purposes of determining eligibility for City-funded services, a family unit consists of:
    - A person living alone:
      - An adult living alone
      - A minor child living alone or with others who are not responsible for the child's support
    - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
      - Two persons in a domestic partnership, or legal or common-law marriage
      - One or both legal parents and minor children
      - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

#### **(1) Included Income:**

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

#### **(2) Excluded Income:**

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

## **City of Austin Health and Human Services Social Service Contracts Client Eligibility Requirements**

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
  - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
  - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

**Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.**



## Program Budget and Narrative

	1	Period 2	3	Contract Start Contract End	9/1/2015 9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$75,000.00	\$75,000.00	\$75,000.00		<b>\$225,000.00</b>
General Operations Expenses	\$89,440.00	\$89,440.00	\$89,440.00		\$268,320.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	<b>\$89,440.00</b>	<b>\$89,440.00</b>	<b>\$89,440.00</b>		<b>\$268,320.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$17,000.00	\$17,000.00	\$17,000.00		\$51,000.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	<b>\$17,000.00</b>	<b>\$17,000.00</b>	<b>\$17,000.00</b>		<b>\$51,000.00</b>
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
Total	<b>\$181,440.00</b>	<b>\$181,440.00</b>	<b>\$181,440.00</b>		<b>\$544,320.00</b>
Total Period Percentage	33.33	33.33	33.33		

### Detailed Budget Narrative

<b>Salaries plus Benefits</b>	Salaries and benefits for Program Director, Operation Coordinator, and Case Management staff. Stipends and fees for Americorps members and Jesuit Volunteer Corps members.
<b>General Op Expenses</b>	Utilities, shelter costs (house maintenance, pest control, personal hygiene products, safety supplies and equipment, loan payments, etc.), vehicle expenses, insurance, audit, accounting, office supplies, postage, telecom, outreach, fundraising, legal clinic expenses (bar dues, legal books and resources, CLE and staff training courses, etc.), ESL teaching materials, women's education program, natural health clinic.
<b>Program Subcontractors</b>	N/A
<b>Staff Travel</b>	N/A
<b>Conferences</b>	N/A
<b>Food and Beverage</b>	N/A
<b>Financial Assistance</b>	Co-payments for medical care, medications and counseling, purchase of bus passes, fees to obtain birth certificates and other documents when clients do not have the financial resources to pay on their own. Some assistance with first month's rent, utility set-up etc. for departing residents.
<b>Other Assistance</b>	N/A
<b>Capital Outlay</b>	N/A

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for*

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 2<sup>nd</sup> day of June, 2015

CONTRACTOR  
Authorized  
Signature

Title

Casa Marianella  
Hannah Bronsweil  
Board President

## **HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REPORTING REQUIREMENTS**

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

### **Requirements Include:**

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

**Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.**

**If data quality reports fall below minimum standards, payments may be withheld until reports improve to "Excellent" or "Acceptable" ratings.**

**These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.**



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

**1. EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to [CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov) by 4 PM on April 11<sup>th</sup>, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

**2. INSURANCE:** Insurance is required for this solicitation.

**Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have,** Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

**II. Specific Requirements**

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

**A. Workers' Compensation and Employers' Liability Insurance**

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$100,000 bodily injury each accident
  - \$100,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

**B. Commercial General Liability Insurance**

1. Minimum limits:
  - \$500,000\* combined single limit per occurrence for coverage A and B.
  - \*Supplemental Insurance Requirement
  - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
    - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket Contractual liability for this Contract
  - b. Products and Completed Operations
  - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
  - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

**C. Business Automobile Liability Insurance**

1. Minimum limits:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CA 0444)
  - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
  - c. City of Austin named as additional insured (Form CA 2048)

**D. Professional Liability Insurance**

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

**E. Blanket Crime Policy Insurance**

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

**F. Directors and Officers Insurance**

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

**G. Property Insurance**

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

**5. INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**7. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.



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- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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**1. INTRODUCTION**

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

**1.1 Self-sufficiency Goals:**

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

**1.2 Life Continuum Categories:**

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

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tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

## **2. BACKGROUND**

### A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

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- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

### **3. PRINCIPAL OBJECTIVE & GOALS**

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
  - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
  - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
  - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
  - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.  
*(School Readiness Action Plan)*
- b. Youth:
  - 1. Children, youth and young adults:



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- i. Are physically healthy
  - ii. Are physically safe
  - iii. Respect diversity and demonstrate empathy and pro-social behaviors
  - iv. Engage in community, school and/or extracurricular activities
  - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
  - vi. Have good mental health and are emotionally resilient
  - vii. Avoid risky behaviors
  - viii. Are academically successful
  - ix. Have awareness and positive attitudes about adult careers
  - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
  - xi. Successfully complete post-secondary education or training
  - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

*(Mayor’s Task Force on Aging 2013)*

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

*(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)*

#### **4. CONNECTION TO IMAGINE AUSTIN**

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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## CITY OF AUSTIN

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**“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”**

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

**Austin is Livable:** All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

**Austin is Educated:** Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

**Austin is Prosperous:** Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

**Austin Values and Respects its People:** Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

## 5. PROGRAM STRATEGIES & TARGET POPULATION

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies



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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

**6. OUTCOMES & OUTPUTS**

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

**7. ELIGIBILITY REQUIREMENTS**

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

**8. FUNDING INFORMATION**

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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
  - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
    - i. Early Childhood - \$949,416
    - ii. Youth - \$1,961,339
    - iii. Adults and Family - \$7,327,622
    - iv. Seniors and People with Disabilities - \$813,804
    - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

**9. ELIGIBLE APPLICANTS**

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
  - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
  - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
  - 1. Shall reflect an unqualified and/or unmodified audit opinion
  - 2. Shall not reflect a "Going Concern Uncertainty"
  - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
  - 1. Have specific terms delineated by a beginning and ending date
  - 2. Meet in person a minimum of three times per fiscal year
  - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
  - a. reviews program performance
  - b. approves budgets
  - c. reviews financial performance
  - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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**APPLICATION SUBMISSION REQUIREMENTS**

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

**ENVELOPE #1 – THRESHOLD REVIEW**

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled:      THRESHOLD REVIEW CHECKLIST  
[NAME OF AGENCY]  
[NAME OF PROPOSED PROGRAM]

**ENVELOPE #2 – APPLICATION DOCUMENTS**

This sealed envelope must contain the following:

*1 original and 6 CDs or flash drives each containing all the elements below:*

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled:      APPLICATION DOCUMENTS  
[NAME OF AGENCY]

**BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116** CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

**Executive Summary**

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant



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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

### **Application Evaluation**

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

### **Application Format**

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

**Part I – Program Overview and Strategy**

**Total points: 70**

**A. Connection to the Self-Sufficiency Goals and Life Continuum Categories**

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
  - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.*

**B. Target Population(s) for the Goal(s)**

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
  - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
  - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
  - a. Target population demographic/Census data
  - b. Quantified target population unmet need(s)
  - c. Applicant's trends in target population unmet need(s)
  - d. Waiting list information (if applicable)
  - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
  - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
  - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
  - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
  - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
  - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

*Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.*

**C. Program Strategy to Accomplish the Goals**

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
  - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
  - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

**D. Performance Measures – Impact on the Goals**

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

**Output Measures**

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period



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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**Outcome Measures**

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**E. Service Coordination**

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and [https://www.onecpd.info/resources/documents/Coordinated%20Assessment\\_3.20.12.pdf](https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf)) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

**F. Community Planning Activities**

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

**G. Overall Evaluation Factors Regarding Applicant**

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
  - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

*Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.*

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

**H. Data Management and Program Evaluation**

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

**I. Staffing Plan**

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

**Part II – Cost Effectiveness**

**Total points: 20**

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses all of the following:

**A. Budget**

1. A summary description of the budget justification for the program strategy/strategies is required.
  - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
  - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

**B. Cost per Client**

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

**C. Program Funding Summary**

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

**Part III – Local Business Presence**

**Total points: 10**

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the



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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**Part IV – Bonus Evaluation Points**

**Total points: 25**

**A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

**OR**

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.*

**B. Leveraging**

**5 points**

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
  - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
  - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

**C. Healthy Service Environment**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
  - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
    - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
    - the provision of accessible locations allowing privacy;
    - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
    - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
  - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
  - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
  2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.



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**Additional Information:**

**Proposal Acceptance Period:** All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Exceptions:** Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

**Application Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Casa Marianella					
Physical Address	821 Gunter Street, Austin, TX 78702					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):** N.A.

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):** N.A.

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

## **EXECUTIVE SUMMARY**

### **1. Description of Applicant:**

In 1986, Casa Marianella arose out of the imperative to address the needs of a segment of the homeless population not adequately served by the larger, mainstream shelters in Austin: newly-arrived homeless immigrants living in fear, with no resources to help themselves. To meet their emergency needs, then help them become self-sufficient, Casa Marianella provides immediate safe housing, food, clothing, access to medical care, comprehensive case management, life skills and education, all in renovated houses in residential neighborhoods in East Austin. Casa believes in providing personal attention, treating clients with kindness and respect and using a strength-based approach to case management to help people reclaim their lives. Our programs include an Emergency Shelter for female and male adults, the Posada Esperanza Shelter for women and children, transitional apartments for asylees, a Community Education Center and Immigration Legal Services.

### **2. Addressing primary self-sufficiency goal and Life Continuum category:**

**Primary Self-sufficiency Goal:** a. Safety Net/Infrastructure Services

**Primary Life Continuum Category:** c. Adults and Families

We provide housing, food, comprehensive case management, access to physical and mental health care, English, employment skills and life skills classes, education supports and immigration legal services to help homeless immigrants get off the street, stabilize and acquire the skills and supports they need to achieve self-sufficiency.

### **3. Additional self-sufficiency goals and Life Continuum category:**

**Additional Self-sufficiency Goals:** b. Transition Out of Poverty, d. Universal Support Services

**Additional Life Continuum Category:** a. Early Childhood

### **4. Need of target population:**

Casa serves indigent homeless immigrant adults and children in Austin. Over half of our residents are now asylum seekers and people recently awarded asylum. Our residents escaped extreme poverty, violence and persecution in African nations, Nepal and other parts of Asia, the Middle East, the Caribbean, Europe and Central America.

The Austin-Round Rock Metropolitan Area has a higher proportion of workers earning poverty level wages than any comparison city its size and the highest racial income inequality among comparison cities. Foreign born Austinites live in poverty at the rate of 34% compared to 22% for native-born Americans. 38% of Austin Hispanics live in poverty compared to 14% of Austin Caucasians. Families with children make up approximately 40% of the homeless population and are the fastest growing homeless population.

Casa Marianella is the only agency in Austin dedicated specifically to serving homeless immigrants. Our residents come to us from the street, out of abusive homes, discharged from the hospital, away from human traffickers or released from immigration detention. All are homeless, all suffer from the impact of trauma and almost all are in need of medical care. For several years we have been experiencing an increase in residents coming to us with serious illnesses, injuries,

psychological damage and complicated medical problems. Asylum seekers have much more intense needs than other immigrants. When asylum seekers arrive at Casa Marianella, they are traumatized, with limited English, very little cultural familiarity and serious medical and mental health struggles. 100% of the people we serve are indigent.

All of our shelters provide housing, food, comprehensive case management, access to physical and mental health care, English, employment skills and life skills classes, education supports and immigration legal services to help homeless immigrants get off the street, stabilize and acquire the skills and supports they need to achieve self-sufficiency

#### **5. Proposed program strategies:**

Our shelters are home-like facilities designed to meet emergency or transitional needs so vulnerable and injured people can resolve their immediate crisis, get stabilized and once again become independent, which then opens up space for new residents. To meet their emergency needs, then help clients become self-sufficient, Casa provides immediate safe housing, food, comprehensive case management and full supportive services. We also provide recuperative care to homeless immigrants with illnesses, injuries and disabilities. The Casa Emergency Shelter serves male and female adults, the Posada Esperanza Transitional Shelter serves women and children escaping violence and the transitional apartments serve male asylees. All services are designed to help residents achieve and maintain self-sufficiency: safe, affordable housing and sufficient income.

Since inception, we have employed a housing-first strategy and provide full supportive services. The majority of services, including comprehensive case management, are onsite. In addition to housing, food and case management, the three most integral specific services that help residents achieve independence are English language skills, medical care/counseling and immigration legal services. We can house 93 people at a time (Adult Shelter: 35, Posada Esperanza: 34, Transitional Apartments: 24). At our adult shelter, residents who are physically healthy stay at the house for about a month while they look for employment and long-term housing. Medical case management is provided for residents with illnesses and injuries. Extended stays and special care are provided for clients with debilitating injuries and illnesses. Families at our Posada Esperanza shelter for women and children escaping violence usually stay with us for several months. Asylees at the apartments stay for 6-12 months as they transition from shelter to independence.

All Casa services, with the exception of the transitional apartments for asylees, are free. Most of the apartment residents pay \$150/month in rent, but we cover the rent for a month or two based on need, and residents can access food and case management at the shelter.

#### **6. The amount of funding requested:**

\$187,940

7. Casa Marianella will comply with all applicable rules and regulations of Federal, State and Local governing entities. Casa Marianella will comply with all terms of this Request for Application (RFA).



**Part I: Overview: A. Connection to SS/LC. 1. Primary SS goal/LC category.** 0615 attached.

Our primary Self-sufficiency Goal is: a. Safety Net/Infrastructure Services.

Our primary Life Continuum Category is: c. Adults and Families.

All human beings have the right to have their core needs met and to live with basic dignity. Casa Marianella was founded in 1986 on this concept with a single shelter house in East Austin to meet the needs of Austin's vulnerable Salvadoran residents who came to the City to escape war only to find themselves homeless and hungry in a short time. With a donated house in a residential neighborhood, these homeless immigrants were able to leave the streets for safety and security. At Casa Marianella, they had warm, comfortable beds and full bellies, developed community, stabilized and healed, then acquired work and left the shelter for self-sufficiency.

Twenty-eight years later, we have five shelter houses—one cluster for male and female adults, another cluster for women and children escaping violence—three transitional apartments and a dedicated community center. Our programs are designed to meet the immediate crisis, get homeless immigrants off the street, out of abusive homes, discharged from the hospital or away from human traffickers into safety so we can help them stabilize, then leave Casa for self-sufficiency. We do this for 400 adults and children a year at a cost of only \$22/person/night.

Providing Safety Net/Infrastructure Services for adults and families is the core of what we do and a direct manifestation of our mission. At all of our shelters, the most immediate needs are food and housing. When people come to our shelters, we first give them a warm, comfortable bed and a meal. An initial intake with a case manager helps identify the most urgent needs: medical care, a shower, clean clothing, sleep. Once residents settle in, a case manager works with each person to perform a full evaluation and develop a case plan in collaboration with the resident. Case managers help residents identify needs and access the full range of social services.

The plan is specific to each resident and is reviewed and modified as each family has successes and set-backs. Most services, including case management, English classes, adult and children's education and employment and life skills training are provided onsite, with referrals to additional services. The vast majority of people who come to us have physical and mental health needs, and we have had great success in quickly enrolling our residents in MAP or CHIP and helping them access care through community clinics, nonprofit counseling centers, private practice doctors, dentists, opticians, hospitals and even hospice care. Casa Marianella pays for co-payments and medications when residents cannot. We have agreements with several local nonprofit counseling centers like Capital Area Counseling and YWCA to serve our residents at the bottom of their sliding scales and bill Casa Marianella directly. Residents who have immigration issues that can be resolved through the immigration courts are seen by an attorney at our on-site legal immigration program or referred to other community immigration legal programs or pro bono attorneys. Our model is to provide the services and supports needed for homeless immigrants to stabilize, then leave us to thrive on their own.

All of our shelters provide housing, food, comprehensive case management, access to physical and mental health care, English, employment skills and life skills classes, education supports and immigration legal services to help homeless immigrants get off the street, stabilize and acquire the skills and supports they need to achieve self-sufficiency:

- **Emergency Shelter:** Austin's only emergency shelter specifically for recent immigrants and asylees since 1986. Two houses, 35 beds for male and female adults
- **Posada Esperanza:** Full service transitional housing program for immigrant mothers and children escaping violence. Three houses, 34 beds
- **Asylee Transition to Independence:** To help single adult asylees transition from shelter to independent living. Three 4-bedroom apartments, 24 beds
- **Community Education Center:** English classes, employment assistance, life skills and clothing distribution
- **Immigration Legal Services:** Focus on U-Visas (for victims of crimes), VAWA status (under Violence Against Women Act, T-Visas (trafficking victims) and Political Asylum

Our three shelter programs house 93 adults and children at a time (33,945 bed nights a year) and provide the full range of **a. Safety Net/Infrastructure Services** for our primary **Life Continuum Category (c. Adults and Families)** Our priority is assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services. Our housing first, wrap-around services model works. Eighty percent of our residents leave Casa Marianella for safe, affordable housing and sufficient income. Many come back to visit and give us a small donation or a bag of groceries for our current residents.

**a. Secondary SS Goals/LC Categories.** Our additional Self-sufficiency Goals are: b. Transition Out of Poverty, d. Universal Support Services. Our additional Life Continuum Category is: a. Early Childhood. The program is dedicated 85% to adults and families, 15% to early childhood.

**B. Target Population: 1. Similar or diff population:** All Casa residents are indigent, homeless immigrants. We opened our first shelter in 1986 to serve immigrants escaping the Salvadoran war. As that war ended in 1992, Casa's population expanded to serve people in other Central American countries who crossed the border to escape war, other violence and desperate poverty. For over two decades, the majority of our residents came from Central America and Mexico. As the economies, political situations and wars in the U.S. and around the world change, the people who come to America and the City of Austin for safety change. Casa now serve immigrants escaping extreme poverty, violence and persecution in African nations, Nepal and other parts of Asia, the Middle East, the Caribbean, Europe and Central America. In 2009, we began to experience an increase in asylum seekers and people recently awarded asylum at our adult shelter. In 2008, 7% of our adult shelter residents were asylees. That jumped to 14% in 2009, 31% in 2010, 38% in 2011, 42% in 2012 and over 50% in 2013 and the first quarter of 2104. We

purchased a second adult shelter house in 2009 to meet this need. At first, the asylum seekers were overwhelmingly male, then we began to see more and more women coming to our adult shelter, mostly as the survivors of violence and gender persecution, but also for their political and religious beliefs. In 2012, we began to experience a significant increase in asylum seekers at the Posada family shelter. Through 2011, we averaged one asylee family a year at Posada. In 2012, 20% of our residents were asylees. That grew to 25% in 2013 and is continuing in 2014. So far in 2014, we have had shelter residents from five continents and over 20 countries.

Asylum seekers have much more intense needs than other immigrants, and unlike refugees, who are brought to the U.S. by the United States government and given funds, housing and other supports, asylum-seeking immigrants are thrown into immigration detention rather than helped. When they come to Casa Marianella, they come bearing the burden of great trauma and loss, with intense needs for medical care, counseling, acculturation, healing on all levels and the need to learn how to process the past and move onto the next phase of their lives. For a wide range of reasons, including the large Texas border, the strong immigrant communities already living in Austin and the relative friendliness of our city to immigrants, many immigrants come to Austin. When they find themselves homeless, they will, as they have for close to 30 years, come to Casa Marianella. The countries they come from will change over time, but their needs for safe housing, food, medical care, counseling and full supportive services will not change.

**a. Experience:** Casa Marianella has been providing housing, food and supportive services since 1986. We have helped homeless immigrants get off the street, out of unsafe situations and released from the hospital and provided housing, food, clothing, access to medical care, English classes and full supportive services with the goal of helping residents achieve self-sufficiency as soon as possible. Services have steadily increased over the years, and 78% of our residents have



consistently left our shelters for safe, affordable housing and sufficient income. As we improve our services and develop new programs, over 80% now leave Casa for self-sufficiency.

We have always been a housing first agency. When homeless immigrants come to Casa Marianella, we provide a safe, warm bed, abundant nutritious food, a shower and clean clothing. At the family shelter, mothers are also provided with diapers and wipes, and residents at both shelters are given personal hygiene products. When residents arrive, a case manager performs an initial intake to identify and address the most urgent issues. As they settle into the shelter, a case manager works with each resident to perform a full evaluation and develop a case plan. Our national service partners—AmeriCorps and Jesuit Volunteer Corps—provide us with 10-12 young adult case managers every year at a cost of only \$6,500-\$16,000 per person per year. This is what enables us to provide such intense services at only \$22/person/night.

Our English classes are integral to helping immigrants navigate American society and have access to better-paying jobs. At Posada, mothers learn to communicate with their children's schools and advocate for their education. Families take these skills and confidence with them when they leave the shelter to inspire learning and achievement for both generations.

We will be able to house and serve 400 immigrants a year: 75% single adults (including adults who have children not in the U.S.) and 25% families headed by women. We have as many stories as we have residents. Some of these stories are shared in the *Resident Stories* attachment.

**b. If target population is different, describe modifications and new strategies.** We expect trends in the country of origin of our residents to change, but the issues and struggles faced by homeless immigrants will not change. We change along with our residents by listening to the people who call our shelters home, providing new services, changing culture and increasing our capacity. Because we work at the shelter that is home to the residents, we are aware very quickly

of changes and how they impact our residents and our shelters. Some of our changes seem small but are huge in their impact. When we had mostly Hispanic residents, pork purchased inexpensively through the Capital Area Food Bank (50 pounds for \$6.50) was a major protein source at the shelter. As we began to house Muslim immigrants from Africa, we switched to more expensive beef and poultry. A new partnership with Trader Joe's has provided fish, which is a staple for coastal Africans. Other changes are large. When asylum seekers arrive at Casa Marianella, they are traumatized, with limited English, very little cultural familiarity and serious medical and mental health struggles. As an emergency shelter, we have to try to move people on as quickly as possible. We now rent apartments to help single adult asylees transition from the shelter to independent living. Three four-bedroom apartments sleep a total of 24 people. Most of the residents pay \$150/month in rent, but we cover the rent for a month or two based on need, and residents can access food and case management at the shelter. This transitional program provides an appropriate balance of independence and services, helping the asylees become completely independent. We piloted the model and made changes according to what worked and what didn't: the apartments have to be on a bus line, and the shared living with eight people in a four-bedroom apartment works well for men, but not women. When the needs of our residents intensified with more asylees and medical residents, we reviewed and upgraded our case management program. The result was stronger skills, supports and training for our case managers and better services for our residents.

More asylee women started to our adult shelter, so we reconfigured the shelter to create a second women's dorm. Even with that, many asylum seeking women need the time offered by the Posada shelter, and they do better in an all female environment. We converted one of our Posada family rooms to a women's dorm for four adult women without children. Culturally and

practically, this works out very well. As they go through their own healing process, the non-mothers are an enormous help to the mothers of infants who live in the house. This house is across the street from the other two houses, which means children and adults need to cross the street to meet with case managers and participate in programs (children's education, parent workshops, life skills education). The houses are on a cul-de-sac, but there is the local traffic and the risk of a child crossing the street without adequate supervision is real. To maintain child safety, we place only mothers with infants in this house. The conversion to one adult room simultaneously preserves child safety and meets the growing needs of asylum seeking women.

The most important thing we have learned in 28 years is that change will happen with no notice. Our young adult AmeriCorps and Jesuit Volunteer Corps members, who turn over annually, keep us young and fresh and very open to change. Our board is very supportive when we quickly need to institute a new program (like legal services or medical case management) or purchase an additional shelter house, and we have local foundations and individual donors we can depend on to finance purchases and renovations when we need more beds.

We are quick to form relationships with new partners to meet new needs. Most recently we developed a relationship with Hospice Austin to care for terminal residents at our shelter and supervise their pain medication. A decade and a half ago, we were involved with the creation of Saint Louise House to meet the need for long-term supportive housing for women and children. We continue to expand our relationships with other agencies like Foundation for the Homeless and Center for Survivors of Torture that need to refer their clients to us for housing.

**2. Data:** Casa Marianella serves indigent homeless immigrants in Austin with the need for our services. No agency tracks homeless immigrants as a category, so there are no census, state or local statistics to document the number of Austin's homeless immigrants. The point-in-time

count is useful, but immigrants are not tracked as a separate category. The biggest weakness of this tool is the lack of ability to recognize unhoused families. In 2013, the PIT was not able to document even a single unhoused homeless family. Prior years included one or two families.

The Austin-Round Rock Metropolitan Area has a higher proportion of workers earning poverty level wages than any comparison city its size and the highest racial income inequality among comparison cities. (Community Action Network/CAN) According to the U.S. Census (American Community Survey, 2012), foreign born Austinites live in poverty at the rate of 34% compared to 22% for native-born Americans. 38% of Austin Hispanics live in poverty compared to 14% of Austin Caucasians. 45% of Austinites without a high school diploma and 32% of Austinites with a disability live in poverty. These figures do not include the majority of homeless people and do not include many immigrants who do not participate in census tracking out of fear.

Families with children make up approximately 40% of the homeless population and are the fastest growing homeless population. (CAN) The majority of those are single parent families (National Law Center on Homelessness and Poverty). The number of people who are homeless is actually much higher, as the above figures only count the number of people who are legally homeless, which does not include people staying temporarily with friends or relatives, and does not include people who fly under the radar, sleeping in well-hidden places, living in their vehicles or in someone's garage or trading sex for a place to sleep.

77% of all Hispanic Texans indicate that either themselves, a family member and/or a friend have experienced domestic violence (Texas Council on Family Violence). There is a drastic shortage of affordable housing in Austin, even for those who qualify for subsidized housing. The Housing Authority of the City of Austin's subsidized voucher program wait-list has been closed since 2006. They plan to reopen the list in the fall of 2014. New people will be

prioritized after the 350 people who have been on the list since 2006 and will have no reasonable expectation of being awarded a voucher in the next several years. What we are experiencing at Casa Marianella and tracking through HMIS and our secondary database, FileMaker Pro, is:

- 100% of the people we serve are indigent. All are homeless, all suffer from the impact of trauma and almost all are in need of medical care. Casa provides a night of shelter, which includes housing, food, case management, access to physical and mental health care and education for \$22/day compared to over \$1,300/day for hospitalization or \$300/day for recuperative care. St. David's Community Healthcare Foundation's *Cost Analysis of the Uninsured, Indigent Population of Central Texas* analyzed the 8 costliest medical conditions, all of which are prevalent with our residents (including diabetes, congestive heart failure, asthma, depression, pregnancy). With our medical case management, ability to enroll residents in MAP, CHIP and Medicaid, and relationships with community clinics and nonprofit counseling centers, we help residents address medical needs at doctor's offices and clinics, drastically reducing ER visits and reducing hospitalizations.
- An increase in residents coming to us with serious illnesses, injuries, psychological damage and complicated medical problems. University Medical Center at Brackenridge's new International Discharge Coordinator is in the process of developing a system to identify and track all homeless immigrant patients in the hospital. This requires coordination of all medical and social service departments so it will be a lengthy process.
- An increase of asylum-seekers and people recently awarded asylum since the last 2½ months of 2009. In 2008, 7% of our emergency shelter residents were indigent asylum seekers, and that jumped to 14% in 2009. These numbers continued to increase—31% in 2010, 38% in 2011 and 42% in 2012 and over 50% in 2013 and the first quarter of 2014. Beginning in 2012, we experienced a significant increase in asylees at the Posada family shelter. Through 2011, we averaged one asylee family a year. In 2012, we had 9 asylee families, which is 20% of the 44 families who lived at the shelter during the year. That grew to 25% in 2013. This trend of families escaping torture and other horrific violence in Africa, Asia, the Middle East, Europe and Central America and resettling in Austin is continuing, and more of these families are coming to Casa shelters when they find themselves. In 2013, people from close to 3 dozen countries lived at Casa.
- 2013 was the first time in our history that fewer than 50% of our adult shelter residents were Hispanic (47%, compared to 75% in 2010, 67% in 2011 and 62% in 2012).
- All adult residents are immigrants. Some of the children are immigrants, but many are native born to immigrant mothers. Some of the residents at Posada are pregnant.

**3. Criminal history:** Our shelters accept immigrants without regard to criminal history. Our shelters are well-staffed and this policy has never interfered with our ability to provide services or created safety problems for residents, staff or volunteers. We have never had problems with violence and have had no major problems with theft. All residents have access to lockers to



secure their belongings, and Casa has a safe where residents can keep money and important documents. There has been occasional petty theft when residents left money lying around, and we encourage residents to use the lockers and the safe to avoid that problem.

**4. Eligibility. (a. Alt. eligibility: N.A.)** As per Section 0620 regulations for homeless clients:

- Residency and income requirements do not apply
- Casa Marianella will document status, enter the information into HMIS and maintain paper documentation in physical files
- Recertification will be performed if a resident remains at Casa for more than 12 months or has a change in family circumstance

**5. CLAS:** Casa Marianella is the only agency in Austin dedicated specifically to serving homeless immigrants. It is part of our core value system to be respectful of residents' cultures and provide services that meet cultural and religious needs. Culturally competent and linguistically accessible services have been at the heart of Casa since we began serving Austin's homeless immigrants in 1986. All of our staff and national service program members have volunteered or worked overseas with the populations that live at Casa. Over 50% of our board members are people of color, and our board, staff, contractors and volunteers are diverse in terms of race, ethnicity, religion, culture, sexual orientation and gender identity. We meet or exceed all 15 CLAS Standards. Spanish is the primary language of more than half of our residents. All of our staff members are bilingual (English/Spanish), and we provide qualified interpreters and translators whenever necessary for all languages. Our food is culturally appropriate, focusing on the ingredients, spices and cooking styles preferred by our residents. When our mostly Hispanic population shifted to heavily African Muslim residents, we stopped serving pork at the shelter.

**C. Strategy. 1. Describe strategies.** Our shelters are home-like facilities designed to meet emergency or transitional needs so vulnerable and injured people can resolve their immediate crisis, get stabilized and once again become independent, which then opens up space for new residents. To meet their emergency needs, then help clients become self-sufficient, Casa provides

immediate safe housing, food, clothing, access to medical and mental health care, comprehensive case management, life skills and ESL education, all in renovated houses in residential neighborhoods in East Austin. We also provide recuperative care to homeless immigrants with illnesses, injuries and disabilities. The Casa Emergency Shelter serves male and female adults, and the Posada Esperanza Transitional Shelter serves women and children escaping violence.

Since inception, we have employed a housing-first strategy and provide full supportive services. The majority of services are onsite, including comprehensive case management, which is integral to identifying the issues that caused the homelessness in the first place, then developing a plan in conjunction with the resident to address those issues and move forward, with the goal of long-term self-sufficiency. Access to health care—physical and mental health—has become vital for our residents as they have been presenting with increasingly complex medical and mental health issues. We are able to provide medical and other additional services through referrals to other nonprofits and government agencies. This insures that all resident needs are met without duplicating services or wasting resources.

Our case management program is one of our greatest strengths. After housing, the case management that supports and empowers residents and insures that all of the resident's needs are addressed and all appropriate services are provided is the most integral factor in bringing immigrants from homelessness to long-term self-sufficiency. Case management is an on-ongoing collaborative process between the case manager and the resident. Skilled, compassionate case managers work with each resident who calls Casa Marianella home during a very difficult period in his or her life. Case Managers help residents through the immediate crisis, then work with them to access resources and develop the skills and tools they need to succeed on their own. Casa believes in providing personal attention, treating clients with kindness and respect and using a

strength-based approach to case management to help people reclaim their lives. Case Managers help residents work toward their goals for housing and personal stability with a combination of support and accountability. They perform comprehensive needs assessments, devise recovery plans in conjunction with residents, determine how to effectively meet immediate, short-term and long-term needs, help clients access medical care, enroll in public benefits and access affordable, stable housing, provide job training, job referrals and employment counseling, teach life skills classes and provide additional services leading to self-sufficiency. Case Managers have a minimum of one college degree, experience working with the specific populations served by the agency, are fluent in English and Spanish and have experience working or volunteering overseas. The vast majority are members of national service programs: AmeriCorps or the Jesuit Volunteer Corps. The agency's Executive Director and Posada Esperanza Shelter Director work directly with residents, case managing shelter residents who have the most challenging issues: residents with terminal diseases and serious mental illnesses and severely traumatized asylum-seekers.

To minimize cost and avoid duplication of services, Casa Marianella works with a wide range of nonprofits and government agencies. We have dozens of partners, some through simple referrals and others through formal relationships. Some of our most significant partnerships include MAP, University Medical Center Brackenridge, community clinics run by the City and other public agencies, Capital Area Counseling, YWCA, Capital Area Food Bank, SafePlace, Foundation for the Homeless, Any Baby Can, American Gateways, University of Texas Law Clinic, Communities in Schools, Workers Defense Project, AISD and Hospice Austin.

We can house 93 people at a time (Adult Shelter: 35, Posada Esperanza: 34, Transitional Apartments: 24). At our adult shelter, residents who are physically healthy stay at the house for about a month while they look for employment and long-term housing. Medical case

management is provided for residents with illnesses and injuries. Extended stays and special care are provided for clients with debilitating injuries and illnesses. Some residents have friends or relatives in other cities or states, and Casa purchases plane or bus tickets to the residents to family/friends and free up the bed for another resident. Ten out of 11 of our Posada bedrooms house one family each. The families stay with us for several months, through individual stays vary based on the needs of each mother and her children: health issues, income and child support opportunities, the birth of a new baby, skills needed for independence, progress of U-Visa, T-Visa or asylum status, etc. The four asylee women who share a room have longer stays as they recover from trauma, acculturate to American society and receive medical care and counseling.

We started renting apartments to transition our long-term asylee residents from shelter to independence. We piloted the program in mid-2012 and experimented with several different models and locations. What works best is four-bedroom apartments, with two people per bedroom, all male residents, located on a bus line. We rent three apartments in the same complex in Central East Austin on a bus line near HEB and Walgreen's. Residents tend to stay 6-12 months, sometimes less, and leave the transitional units for their own apartment, a shared two bedroom apartment with one roommate or a family apartment if they have a spouse and/or children they can bring from overseas after being awarded asylum. The family petitions are usually handled by Casa Marianella Immigration Legal Services. Casa case managers continue to provide support, including helping residents get their own leases when they move out.

In addition to housing, food and case management, the three most integral specific services that help residents achieve independence are:

1. **English:** All of our residents, other than those with very brief stays, participate in our onsite English language courses. English skills are one of the most important skills our residents can develop to navigate American society and open up employment options.
2. **Medical:** We immediately help residents enroll in MAP, Medicaid or CHIP, then make

appointment and provide transportation, translations and cover co-payments, when necessary, for physical and mental health care.

3. **Immigration Legal Services:** We provide immigration legal services onsite and through referrals to other community and pro bono providers. When an immigration issue can be resolved through the immigration courts, or lost paperwork (work permits, green cards) replaced, residents have extensive employment options that lead to long-term self-sufficiency.

All Casa services, with the exception of the transitional apartments for asylees, are free. As a tool to help them develop independence, we charge apartment residents \$150/month for rent and utilities. We will waive rent for a month or two based on need, but residents are responsible for timely rent payments, which helps them successfully transition to independence.

**2. Evidence/research-based practices. a. Describe evidence used.** A well established best practice for supportive housing programs is stable housing paired with on-site support services such as case management and employment services. This approach provides families with the opportunity to access necessary services quickly, giving them the best chance of success and long-term independence. This housing/supportive services model has been documented as a best practice since 1990, starting with the federal *McKinney-Vento Act* and cited continually in government, nonprofit and academic policy and research documents. This was the birth of the Continuum of Care system, adopted on the federal level in 1993. (*Priority Home: The Federal Plan to Break the Cycle of Homelessness*) The Corporation for Supportive Housing, which the City of Austin hired for the 2010 *Permanent Supportive Housing Program and Financial Model for Austin/Travis County, Texas*, documented how pairing housing with supportive services/case management has a drastic impact on success of formerly homeless people in maintaining long-term housing, increasing earned income, reducing ER visits, decreasing the need for emergency detox and reducing incarceration. The Austin/Travis County Ending Community Homelessness (ECHO) Coalition has done a superior job of analyzing a wide range of significant studies, legislation, methodologies and best practices, incorporating government, academic and social



service sources and programs in its research. In *Brief One: A Federal Approach to Homelessness*, ECHO summarizes policies and best practices implemented and recommended on the national level, and recommends utilizing the following for Austin:

- Housing needed to be combined with essential services such as health care, substance abuse treatment programs and job training programs.
- *The Way Home: A New Direction in Social Policy* (Andrew Cuomo, 1992) recommends: 1. Housing eligibility dependant on willingness to participate in social service and job-training programs; 2. Increased coordination between local nonprofits and the city to combat homelessness; 3. Increased coordination between housing programs and services for health, mental health, and substance abuse.

These strategies are evidence- and research-based, and their success has been confirmed in multiple government and university studies and community program outcomes for 25 years. Casa Marianella consistently releases over 80% of emergency and transitional shelter residents into stable housing, with enough income to maintain housing and pay for sufficient food and other necessities of life, as documented by case management staff.

**b. If promising practice, include logic model and evaluation plan.** N.A.

**3. Align with one or more goals in Section 0500: Principal Objective/Goals:**

- **c. Adults and Families: 1. Basic Needs; 2. Homeless & Housing Services, 3. Behavioral Health, 4. Workforce Development:** Our main priority is to meet the basic needs of traumatized homeless immigrant adults and families (single adults and adults with children) and provide intensive services. Our housing, comprehensive case management and full supportive services lead first to safety and elimination of hunger, then improved physical and mental health, development of English language and employment skills and overall stability, and finally, self-sufficiency: stable, affordable housing, sufficient income and the resources and skills to handle life's challenges. Three separate shelter programs meet these needs: Adult Shelter (male and female adults): Shelter residents who are physically healthy stay at the house for about a month while they look for employment and long-term housing, with extended stays and special care for residents with debilitating injuries/illnesses. Posada Esperanza (women and children escaping violence): Transitional shelter, average stays 3-4 months. Asylee Apartments (male asylees): Transitional housing, 6-12 month average stay. Most residents pay \$150/month in rent, but we cover the rent for a month or two based on need.
- **a. Early Childhood: 1. Ready Families Goals; 3. Ready Services: Preventative Primary Care & Mental Health Goals, 4. Ready Children Goals:** Intensive supports at the Posada shelter help families stabilize with housing, abundant nutritious food, access to medical care and assistance on accessing medical, dental, vision and mental health care, parenting and child development skills workshops, breastfeeding support,

onsite education and kindergarten readiness programs and the time and supports to develop individual and family stability.

**4. Imagine Austin:** At the core of *Imagine Austin* is for the necessities of life to be affordable and accessible to all Austinites. This happens at Casa Marianella during the crisis, the healing period and after, when residents leave us to thrive throughout the City. The work of Casa Marianella aligns with *Imagine Austin*'s core principle—Provide paths to prosperity for all—and aligns with three of *Imagine Austin*'s Core Mission statements and helps further progress toward these goals for immigrants, a group that has often struggled to share in Austin's bounty:

1. **Austin is Livable:** Key to success is that all Austin residents have access to quality health and human services, nourishing foods and affordable healthcare.
2. **Austin is Prosperous:** Equitable opportunities are accessible to all. In order to access these opportunities, residents must have a place to live, food to eat, the English skills to navigate the City and access to healthcare, childcare and transportation to get to work.
3. **Austin Values and Respects its People:** Necessities of life are affordable and accessible to all. People across all parts of the city and of all ages and income levels live in safe, stable neighborhoods in affordable homes with access to healthy food, economic opportunity, healthcare, education and transportation. These are the goals Casa Marianella and our residents work toward, with great success, every day.

**5. Barriers/challenges for target populations.** Lack of money, language, culture and fear are the biggest barriers our residents bring with them to Casa Marianella. Our case management, education and direct client aid programs work together to erase these barriers. Our success in quickly enrolling residents in MAP, CHIP or Medicaid has the largest impact one being able to access medical care, followed by our collaborations with community clinics, nonprofit counseling programs and ability to cover co-payments for medical care, medications and counseling and assistance with transportation and translations. Teaching residents English is another high priority and a huge factor in helping our residents succeed. We advocate for residents, when needed, for medical care and education services, and help them redevelop their skills and confidence to advocate for themselves and their children.

**6. Multiple Life Continuum categories:** Adults and families; early childhood: As a homeless shelter program, we serve adults and children as individuals and as part of a family unit. Services are for all members of the family (food, shelter) or for specific members (healthcare, education). Comprehensive case management insures that all needs are identified and addressed. Working in the same shelters that are home to our residents creates dozens of daily interactions that wouldn't happen in a large shelter with separate offices: tutors role model working with children on homework, a staff member observes a mother struggling to breastfeed, an AmeriCorps member sees an injured resident is in pain.

**7. Barriers/challenges for agency:** We do not have enough beds to serve all of the homeless immigrants in Austin. Surges of homeless immigrants happen without warning. In the past half decade, we have experienced a surge of asylees, many released to us from immigration detention, an increase in women and children escaping violence and many of our residents needing longer stays when the crashed economy eliminated so many service jobs. Since 2009, we have addressed these challenges by:

- Allowing longer stays so residents can find work. Working with Worker's Defense Project when our residents have not been paid by their employers.
- Purchasing new shelter houses to create additional beds. We renovated one Posada to turn a dining room into an additional bedroom. We have several funders available to meet these urgent needs (Meadows, Still Water, a private donor). We only go to these funders to increase capacity or for other urgent needs, not for annual funding.
- We rent three 4-bedroom apartments for 24 people to move our long-term asylee residents out of the emergency shelter to this new transitional program and open beds at the shelter for new residents. Each resident pays \$150 most months, so this has succeeded at very little cost to Casa.

Funding streams change over time, and we maintain a constant awareness of this. No one funder pays for 100% of a service and no funder will support an agency indefinitely. Changes in the economy, politics, local needs, personal finances and a host of other factors cause major changes in funding availability, often with no warning. We expect this to happen and have several

policies in place to weather these changes:

- We maintain a very diverse funding base (foundation grants, government grants, donations, direct mail and events).
- We intentionally do not request too high of a percentage from any one funder. Part of this is because funders have many needs to meet, and it is in everyone's interest that governments and foundations meet as wide array of these needs in the community as possible. We are extremely aware that heavy dependence on any one funder is dangerous. Having a diversified funding base makes it much easier when a specific funding source inevitably ends.
- Our large percentage of undesignated donation and event income (over 50%) give us the flexibility to re-allocate funds to meet changing needs.

**8. Subcontractor.** We have no sub-contractors. We do, however, work extensively with dozens of local nonprofits, government programs, community clinics, national service programs, schools and universities and faith groups, detailed in *E. Service Coordination, 1 & 2*.

**9. Project activities:** Through three shelter programs (adult shelter, family shelter, transitional apartments) and a community center, we provide housing, food, clothing, personal hygiene products, comprehensive case management, medical case management, access to medical care and counseling, assistance with enrolling in MAP, CHIP and Medicaid and public benefits and acquiring child support, education for adults and children (English language, life skills, employment skills, women's work and empowerment, homework help/tutoring, parenting, child development, nutrition), immigration legal services and referrals to additional services. All services are designed to stabilize residents during the crisis, then help them acquire the skills and resources they need to achieve self-sufficiency and thrive on their own.

**10. Adherence with Section 0625:** Casa Marianella residents live in five shelters houses owned by the agency and three apartments rented by the agency. As documented on attached *Section 0625 – Homeless Housing Habitability Standards*, we meet or exceed all standards.

**D. Performance Measures: Impact on Goals:** Section 0640 is attached. **1. Output/outcome calculation.** The calculations for our outputs and outcomes are simple and clear:

- **Outputs:** We document each person who comes to Casa Marianella shelters and maintain accurate counts of unduplicated clients.
- **Outcomes:** These have clear measurements, with clear documentation, on the number of people who participate and how to determine success—1. Leaving homelessness for safe housing at Casa Marianella, 2. Leaving Casa shelters for safe, secure housing, 3. Having sufficient, nutritious food at Casa, 4. Increasing income.

**E. Service Coord. 1. Minimize duplication/maximize access. 2. Coord referrals:** We work closely with other Austin shelters and supportive housing programs, referring back and forth in formal and informal relationships to best meet the needs of each resident. Community collaborations have vastly increased our ability to provide additional services for our residents at very little cost or no cost. The collaborations have saved our agency hundreds of thousands of dollars as they provide goods and services like healthcare, counseling, food and staff we would have otherwise have had to pay for at market rates. It just wouldn't be possible to provide anywhere near our level of services without the other agencies we work with. We depend on

dozens of collaborative relationships, coordinated through case managers:

1. **Healthcare:** University Medical Center Brackenridge, other Seton Hospitals, St. David's Healthcare, community clinics, private physicians, opticians, dentists, Hospice Austin
2. **Counseling:** Capital Area Counseling, YWCA, Center for Survivors of Torture
3. **National Service Program Case Managers:** AmeriCorps Members (Keep Austin Housed/Front Steps, Catholic Volunteer Network ), Jesuit Volunteer Corps
4. **Housing/Shelter Referrals:** To best meet resident needs, we refer back and forth from SafePlace, Salvation Army, Foundation Communities, Saint Louise House, Foundation for the Homeless. We accept asylees released from immigration detention. Discharge staff at Brackenridge release homeless immigrants to Casa.
5. **Food:** Capital Area Food Bank (nutritious food at a drastically released cost), Keep Austin Fed (free food donated by local businesses).
6. **Service Referrals/Coordination:** Any Baby Can, Caritas of Austin, AISD, Project Help, Catholic Charities of Central Texas, American Gateways, MAP, University of Texas Law Clinic, Communities in Schools, Workers Defense Project, ECHO and many others.

**3. If applicable, attach any program MOU. N.A.**

**4. Public benefits/resources.** All residents work closely with a case manager. Early in the process, the case manager performs a full assessment of needs, deficits and strengths and identifies all potential sources of public benefits and public and nonprofit resources that will help



stabilize the resident and lead to self-sufficiency. The case manager helps the resident apply for all appropriate benefits: TANF, SNAP, WIC, MAP, CHIP, Medicaid, etc. If there is potential for child support, the case manager helps the parent start that process and also assists the resident in applying for subsidized child care or afterschool care, Head Start and assessments and services for children. Residents attend English classes onsite and life skills, employment skills and parenting classes at Casa and through referrals to other agencies. The case manager also screens residents for immigration issues that can be resolved through the immigration courts—U-Visas (for victims of crimes), T-Visas (for trafficking victims), VAWA status (under the Violence Against Women Act), Political Asylum applications, renewing work permits, making corrections on Green Cards, DACA applications. When appropriate, residents are referred to free legal services at Casa Marianella Legal Services, a pro bono attorney or a partner agency (American Gateways, UT Law Immigration Clinic, etc.). Once the immigration status is settled, or significantly along in the process, the immigrant can legally work in the United States and the family will have the means to achieve self-sufficiency.

**5. Additional services.** N.A. Our services are comprehensive. When new needs develop, we develop those programs in-house or through collaborations with our providers.

**6. Participation in Coordinated Assessment initiative.** This project is part of the HUD Continuum of Care-funded program. Historically, HUD CoC funds are awarded as renewals for currently funded agencies and rarely allow for new agencies to join. Casa Marianella does not receive HUD CoC funds, so Casa does not participate in this process, but we are very active in community planning and leadership, detailed in the next question.

**F. Community Planning. 1. Involvement.** We are very active in city/county-wide homeless and immigration projects:

- **Members of ECHO:** Annual participation in planning group for annual point-in-time homeless count, contribute staff and volunteers to participate in PIT count.
- **Keep Austin Housed:** Largest participant in long-term, multi-agency AmeriCorps homeless case management program with Front Steps, LifeWorks, SafePlace, Foundation for the Homeless, Caritas of Austin, Trinity Center, Family Eldercare.
- **Co-founded multi-agency Jesuit Volunteer Corps program in Austin:** Help recruit additional local agencies, provide training/orientation to new JVC members.
- **Community Support Network:** Collaborative to develop and provide holistic services to immigrants, especially those fleeing war and torture; collect data: American Gateways, Center for Survivors of Torture, Lutheran Immigration & Refugee Service, ICE.
- **Law Enforcement:** Working with APD and Travis County Constable on policy/serving victims of human trafficking and immigrants with minor (traffic) offenses.
- **Community Immigration Legal Participation:** *State Bar of Texas, Legal Access Division Community Pro Bono Committee:* group of stakeholders discuss and increase access to legal services for the poor. *DACA Work Group:* collaborative addresses specific legal issues for immigrants.

**2. Other relevant activities.** N.A. All of our activities are relevant to this application.

**G. Evaluation. 1. Contracts/COA HHS funding.** Our only government contract is with the City of Austin Health and Human Services Department, to serve homeless immigrants (contact info attached). We are sub-contractors for two federal AmeriCorps contracts (Corporation for National and Community Service), but we are not signatories to the contracts:

- **Keep Austin Housed.** Lead/fiscal agent: Front Steps, Austin, Texas. Multi-agency case management program for Austin homeless service providers. Casa Marianella receives AmeriCorps case managers.
- **Catholic Volunteer Network:** National program. Casa Marianella receives AmeriCorps case managers.

**1. Attach all monitoring reports.** Attached.

**2. Experience with target population./3. Experience providing services:** Casa Marianella has been serving indigent homeless immigrants for 28 years. For the first 17 years, we served adults in a single shelter house. In 2003 we opened a second house in a separate East Austin neighborhood to serve immigrant women and children escaping violence. We have since opened three more additional houses, clustered in the two neighborhoods, and added three transitional apartments for male asylees. We provide housing, food, comprehensive case management,

assistance with acquiring employment, benefits and/or child support, access to medical care and counseling and English language and life skills education for all of our residents. Our services have grown and expanded (medical case management, children's education, immigration legal services). Most of our residents come to us with health problems, and we have been very successful in enrolling them in MAP, CHIP and Medicaid and getting them medical and mental health care, and providing transportation, translations and covering co-payments whenever necessary. The country of origin of our residents has and will continue to change, but consistent factors for our residents include trauma, extreme poverty and lack of resources. Our goals have always been to stabilize individuals and families during the crisis and help them acquire the skills and resources they need to achieve self-sufficiency. We have increased the percentage of residents who leave Casa for safe, stable housing and sufficient to over 80%.

**H. Data/Evaluation. 1. Data management/reporting.** Casa Marianella carefully records all client services, achievements and lack of progress. This information is entered in individual case files (hard copy) and computerized databases, with reports run on a regular basis to review the strengths and weaknesses of each program so can improve our services and better serve our clients. Before HMIS/ServicePoint, we tracked client demographics and outcomes in a database program called FileMaker Pro. That program was adequate, but since we began participating in HMIS in 2005 and utilizing ServicePoint, we have been able to record, track and run reports that are much more comprehensive and much more useful. We use HMIS as our main data management program with FileMaker Pro as a secondary program, which allows us to track information that is not contained in ServicePoint fields, helping us to capture additional data specific to our clientele and identify trends early on. This is essential in our ability to respond to the constantly changing homeless immigrant populations. We also utilize Excel for annual and

quarterly reports by shelter and for the entire agency. Administrators and several staff members at both shelters are skilled at utilizing ServicePoint, FileMaker Pro and Excel.

**2. Problems.** Casa is a small agency with good record-keeping. In addition to data requirements for our current City grant, other funders require specific tracking and reporting (medical cases, children's education, asylee specific outcomes). Tracking also helps us quickly identify issues—like a trend for residents to need longer stays—and evaluate causes and solutions. There are often multiple causes—more extremely ill residents, more serious mental illness and PTSD among asylee residents, a low vacancy rate in Austin. Once we are aware of the issues, we can address them. Frequent financial statements, studied by administrators and board members, also help us understand trends, successes and changing needs and determine how to address them. Case managers, administrators and the board review reports and utilize the information to make recommendations or take corrective action while problems are still small. Reports also help us identify gaps in services, expand programs and develop new programs to meet resident needs. Reports are presented to funders on a monthly, quarterly, semi-annual or annual basis, as required by each funder. **3. If applicable, process to collect data from collaborations.** N.A.

**4. Compliance with Section 0630: HMIS:** Casa has been utilizing HMIS/ServicePoint since 2005 and is fully experienced and compliant in utilizing the program for the benefit of the City and Casa Marianella. Casa staff members at both shelters are skilled at utilizing ServicePoint. We will continue to comply with HMIS Reporting regulations and quickly adapt to any changes.

**I. Staffing Plan. 1. Staffing:** Together Executive Director Jennifer Long and Posada Esperanza Director Patti McCabe have over 30 years at Casa Marianella. Long served as a board member for three year before she became Executive Director. McCabe began as a case manager at the adult shelter, realized the need for a family shelter and was integral in founding and funding

Posada Esperanza. Director of Immigration Legal Services Elise Harriger served as a Casa AmeriCorps Member the year before law school, later joined the agency board and founded the legal services program, donating her time for 1½ years until we were able to acquire funding to convert that to a staff position. McCabe, Harriger and two Assistant Shelter Directors report to Long. 11 FTE Case Managers reporting to Long and McCabe provide direct client service, case manage specific residents and meet the needs of all residents when they are on shift. Long and McCabe both work directly with residents, doing weekend, evening and overnight shifts like all other staff members. Assistant Directors and Case Managers perform some administrative tasks. A half-time attorney reports to Harriger and provides immigration legal services. The P/T Food Services Manager and Women's Education Director report to Long and oversee Casa's food/nutrition program and the women's work and empowerment program. Almost all Assistant Directors and Case Managers are members of national service programs.

Over 700 people donate 7,000 volunteer hours every year (not including our national service program members). One of our most important volunteer programs is our ESL program. The ESL classes are an essential service that helps our residents navigate American society and improve their employment options. These classes are taught by a 100% volunteer faculty.

**2. Section 0645: Staff Positions & Time:** Attached **3. Key Staff Descriptions:** Attached.

**Part II: Cost Effectiveness. A. Budget. 1. Summary Description. a. Section 0650.** Attached.

**b. Subcontractors.** N.A. **2. Fundraising/admin %:** 15.54%. **B. Cost per Client: 1. Avg Cost per City Client Served:**  $\$187,940 \text{ annual budget} / 100 \text{ clients} = \$1,879/\text{client}/\text{year}$ . **2. Avg Cost per Client All Funding Sources:**  $\$751,761 / 400 \text{ clients} = \$1,879/\text{client}/\text{year}$ .

**3. Avg Cost per Client per Performance Measure:** We divide the total cost per resident (\$1,879) by the amount of resources dedicated to each performance measure:



Performance Measure	Percent of resources	Avg Cost
1. Leaving homelessness for safe housing at Casa Marianella	20%	\$376
2. Leaving Casa shelters for safe, secure housing	60%	\$1,127
3. Having sufficient, nutritious food at Casa	5%	\$94
4. Increasing income	15%	\$282

**4. Appropriate Cost:** Our bed night cost is only \$22.15/person/night for housing and all services (\$751,761/33,945 bed nights/year = \$22.15), less than \$700/month. Our participation in 3 national service programs is one of the reasons we are able to provide such a high level of services at such a low cost. Over 80% of residents leave Casa for self-sufficiency, a very high percentage in the field. It is unusual for former residents to become homeless and need to return to Casa. It is more common for a former resident to come back to visit with a small donation, a bag of groceries or to hire a current resident for a position in business she has created.

**5. Return on investment/social impact:** Casa's ability to accept homeless immigrants from Brackenridge, care for sick, injured people and provide ongoing access to medical care and counseling saves hundreds of thousands of dollars in reduced ER visits and hospitalizations. On the human level, our services improve outcomes and save lives. In three years, 1,200 hundred homeless immigrant adults and children, including newborns and very ill and injured adults, leave the streets, violent situations, hospitals and immigration detention for a warm, safe environment and the time and supports to get through the crisis and become strong again. In 3 years, almost 1,000 of these residents will develop long-term self-sufficiency (affordable housing, sufficient income) and thrive, contributing to the vibrancy and economy of the city.

**C. Funding. 1. Section 0655:** Attached. **Part III: Local Business Presence. 1. Section 0605.** Casa Marianella has been located in Austin since 1986. All administration and services are performed at our two clusters of houses in two separate neighborhoods in East Austin.

## **Part IV – Bonus Evaluation Points**

### **A. Connection to Additional Self-Sufficiency Goals & Life Continuum Categories.**

**1. Describe how the proposed collaborative will work together. N.A.**

**2. Additional Self-sufficiency goals and Life Continuum category:** Our three shelter programs house 93 adults and children at a time/400 people a year and provides the full range of:

**Safety Net/Infrastructure Services:** for our primary **Life Continuum Category** (c. Adults and Families) and our secondary Life Continuum Category (a. Early Childhood).

**Transition Out of Poverty Services:** for our primary **Life Continuum Category** (c. Adults and Families) and our secondary Life Continuum Category (a. Early Childhood).

**Universal Support Services:** for our primary **Life Continuum Category** (c. Adults and Families) and our secondary Life Continuum Category (a. Early Childhood).

#### **Self-sufficiency Goals and Life Continuum Category:**

<b>Primary Self-sufficiency Goal</b>	<b>Additional Self-sufficiency Goals</b>	<b>Primary Life Continuum Category</b>	<b>Additional Life Continuum Category</b>
a. Safety Net/Infrastructure Services	b. Transition Out of Poverty	c. Adults and Families	a. Early Childhood
	d. Universal Support Services		

The program is dedicated 85% to adults and families and 15% to early childhood. Section 0615: Connection to Self-Sufficiency Goals and Life Continuum Categories is attached.

#### **ADDITIONAL SELF-SUFFICIENCY GOALS:**

##### **b. Transition Out of Poverty:**

Once basic needs have been met, comprehensive case management is the most important element in transitioning individuals and families out of emergency and transitional shelters into economic independence and self-sufficiency. For the homeless immigrants who come to Casa Marianella, they most important services to help them transition out of poverty are:

- **English Language Skills:** Lack of English proficiency is a huge barrier to employment, so our free English language classes have a strong impact on residents' ability to acquire and maintain employment. Classes are provided free of charge onsite at both shelter locations.
- **Medial care and Counseling:** As physical and mental health problems are what caused the homelessness for so many immigrants, we provide recuperative care, medical case management and access to health care, including specialized counseling. Once adults are healthy again, or their conditions are manageable, they are better able to attain and maintain employment. We have particular success with helping residents with chronic, manageable conditions like diabetes, asthma and pain/limitations caused by injury. Asylees come to Casa Marianella with the impact of serious trauma and long-term malnutrition, which can alleviated or helped by medical care, counseling, abundant nutritious food and nutrition education.
- **Employment/life skills training:** We provide onsite employment readiness training, life skills classes, women's work and empowerment workshops, education/early literacy/tutoring/homework help for the children who live at our Posada shelter, parenting

classes and childcare referrals. We maintain a job referral list and assist residents in filling out job applications, creating résumés, providing bus passes to get to interviews and work, providing free clothing and whatever else residents need to be employment-ready.

- **Assistance with acquiring leases:** Many of our residents have prior evictions. We work with landlords to help them acquire new housing and help residents create shared living situations with departing and former shelter residents. We also acquire donated furniture and household items/utensils to help residents set up their new apartments.
- **Immigration legal status:** Helping Casa residents acquire the legal right to work in the United States is another way we ensure that people can become employed and independent as soon as possible. Our free onsite legal immigration services helps eligible residents apply for U-Visa (for victims of crimes), T-Visas (for victims of trafficking), VAWA status (under the Violence Against Women Act), Political Asylum applications. Once the immigration status is settled, or significantly along in the process, the immigrant can legally work in the United States and the family will have the means achieve self-sufficiency. Our attorneys also help residents who already have status to renew work permits, make corrections on Green cards and replace lost documents so they can work.

#### **d. Universal Support Services:**

People become homeless for a complex combination of reasons, and they come to our shelters because they cannot solve their problems on their own. In addition to a safe place to live and food, they want to improve their abilities to become and stay self-sufficient. In our comprehensive case management program, case managers work with residents to perform a thorough evaluation, then develop a case plan in conjunction with the residents. The program is designed so that case managers assist and guide residents but do not do things for them. The goal is problem solving and forward movement through skill building and empowerment. Individual case plans to achieve these goals can include employment readiness training, English classes, physical and mental health care—including counseling designed specifically for survivors of torture and survivors of domestic violence—education services for children, developing a support system, recuperative care at the shelter, including assistance with medication timing and following doctor's instructions, advocacy, when necessary, and time to heal—physically, mentally and emotionally.

We help remove barriers to service by providing most services onsite, providing transportation and giving residents access to transportation (rides or bus passes), helping residents enroll for all services for which they are eligible (MAP, Medicaid, CHIP, TANF, SNAP, WIC), helping mothers acquire child support, providing translation services, covering co-payments for medical care, medication and counseling and coordinating with case managers at other agencies for additional services.

#### **ADDITIONAL LIFE CONTINUUM CATEGORY:**

##### **a. Early Childhood:**

Our Posada Esperanza family shelter serves immigrant and women and children escaping domestic and cultural violence. Every person who comes to live at Posada comes to us traumatized and in crisis. At Posada, they find safety, supports and strength. A high percentage

of the children are young: infants, toddlers and pre-schoolers. For these vulnerable infants and children (birth – age 5), we are able to help mothers access all necessary prevention, intervention, education and treatment services to address any problems and help them thrive. We also ensure access to essential pre-natal care, good nutrition, stress reduction, abundant food and safety from domestic violence for pregnant women. Every year several babies are born to Posada moms, and they come home from the hospital to a safe and loving environment.

**B. Leveraging: 5 points**

Attached are letters from the following funders to document leveraged funding:

- Lutheran Immigration and Refugee Service
- Religious Coalition to Assist the Homeless
- Mission & Ministry, Inc.
- Catholic Volunteer Network

Full details are included in all letters, with one point of clarification: Mission & Ministry noted the total award of \$100,000 with \$60,000 allocated for March 15, 2014 – March 14, 2015. Like most funders providing renewal and multi-year funding, continued funding is conditional on meeting our proposed outputs and outcomes. Casa Marianella is eligible for \$40,000 for March 15, 2015 – March 14, 2016, as long as we achieve our outcomes, which we expect to do.

The impact on the loss of funding from any or all of these funders will be the same: a reduction in the number of people we can serve and a reduction in the depth of services. Any cuts to case management services and medical/counseling co-payments would be devastating to residents and would prevent many of them from developing and maintaining self-sufficiency. We currently bring 400 immigrant adults and children from homelessness to our shelters every year. 320 (80%) leave Casa for self-sufficiency. Reduced funding would decrease both the number of people served and the percentage of people who leave us for independence.

Every year we care for one or two people with a terminal illness until that person's death. These residents require intensive medical case management, staff time and other supports. For fatally ill homeless immigrants in Austin, Casa Marianella is the only place willing and able to provide housing and coordinate care. We are privileged to be able to provide end-of-life care and work hard to maintain funding so that we may continue to do so.

**C. Healthy Service Environment:**

We met on April 1, 2014 with the Austin/Travis County Health & Human Services to review our current policies and discuss ways to improve them. HHS staff members Ashley LeMaistre, Program Coordinator, and Austin Steeves, Public Health Educator, took the time to learn about Casa Marianella, understand the special challenges and benefits of creating workplace policies when the workplace is also a shelter that is home to homeless residents, and advise us on how to improve our policies in both the short and long-term. LeMaistre and Steeves also helped us understand City resources and programs, linkages to other resources and provided us with paper and electronic copies of City of Austin sample policies to review and use to adapt at Casa Marianella.

At Casa Marianella, all healthy service environment policies cover staff members, members of

national service programs, volunteers, board members, contractors, residents, clients and visitors.

**1. Tobacco-free Campus**

**2. Mother-Friendly Workplace**

**3. Employee Wellness Initiative**

**4. Violence Prevention Policy:** Our violence prevention policy is part of our written Safety Procedures (attached). The Casa staff works at the shelters that are home to the residents. All staff members and national service program members (AmeriCorps and Jesuit Volunteer Corps) go through initial and ongoing training that includes how to maintain the safety of staff, volunteers and residents. Topics include:

- Universal healthcare precautions (not coming in contact with body fluids, etc.)
- Recognizing signs of potential problems
- De-escalating tense situations

The written agency safety policy discusses how to handle a wide range of safety issues and problems that could lead to safety issues, with clear guidelines on how to handle them (recognizing problems before they become severe, de-escalation techniques, discharging residents who use drugs or alcohol and other issues). Agency policy is to call 9-1-1 immediately if there is a dangerous or potentially dangerous situation. Residents who pose a danger to other residents, staff, national service program members or volunteers are discharged from the shelter.

Our safety program includes both physical and emotional safety. Shelter staff and national service program members participate in a free program developed by Capital Area Counseling for Casa Marianella to help agency staff learn to handle the stresses of working daily with a traumatized population, recognize and manage emotional dis-regulation and maintain personal emotional regulation.

**1. Describe implemented policies. Attach policies.** When we met with Austin/Travis County Health & Human Services staff, it was affirming to confirm we already had very strong policies in place, many of which go above and beyond the minimum requirements set by the City. After the City HHS meeting, Casa Marianella reviewed and discussed the information and upgraded or clarified our policies wherever there was room for improvement that was realistic for our agency. Agency policy is for all policies to be communicated internally both verbally and in writing. Detailed, approved signed policies are included as attachments.

**2. If applicable, describe how Applicant plans to implement policies outlined above. N.A.**

**Authorized Negotiator:**

Jennifer Long, Executive Director

**Casa Marianella**

821 Gunter Street

Austin, TX 78702

[jlong@casamarianella.org](mailto:jlong@casamarianella.org)

512-385-5571: shelter phone, 512-653-7824: cellphone

512-385-5575: fax





# Lutheran Immigration and Refugee Service

April 21, 2014

Purchasing Office, City of Austin  
Municipal Building  
124 W 8<sup>th</sup> Street, Room 308  
Austin, TX 78701

Dear City of Austin;

Lutheran Immigration and Refugee Service is supporting a pilot program in Central Texas to meet the needs of indigent asylum-seekers. The program functions as a collaborative on the local level and includes four agencies in Central Texas, three of which are located in Austin. We contract with Casa Marianella to provide housing, case management and other supportive services to immigrants who come to the U.S. requesting asylum and have no other housing resources in Austin.

We are in year three of a seven year project run by Lutheran Immigration and Refugee Service in conjunction with Presbyterian Church (USA). It is a model community program designed to offer holistic services that promote positive integration outcomes for individual migrants and communities. The Central Texas pilot is one of three national program sites that also participates in a LIRS MOU with the Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE) to house asylum-seeking immigrants in the community rather than in immigration detention. While ICE releases to Casa Marianella, no federal funds are awarded. All grant funds for this program are awarded to Casa Marianella from LIRS.

In years one -three, we awarded Casa Marianella  
\$15,000: Year One (2012)  
\$30,000: Year Two (2013)  
\$32,000: Year Three (2014)

We anticipate making larger grant awards to Casa Marianella in years four - seven (2015 – 2018), but cannot commit to a specific dollar amount before our annual allocation process.

The funds awarded to Casa Marianella by the City of Austin are an integral factor in our awards process. LIRS funding covers only part of Casa's costs of serving homeless asylum-seeking immigrants, and leveraged funds granted by the City of Austin are required to meet the total expenses.

Feel free to contact me directly if you need any additional information at [lsweet@lirs.org](mailto:lsweet@lirs.org).

Sincerely,

A handwritten signature in cursive script that reads "Liz Sweet".

Liz Sweet, Director for Access to Justice

April 7, 2014

Purchasing Office  
City of Austin  
Municipal Building  
124 W 8<sup>th</sup> Street, Room 308  
Austin, TX 78701

To Whom it May Concern;

The Religious Coalition to Assist the Homeless has been funding services at Casa Marianella since 2003.

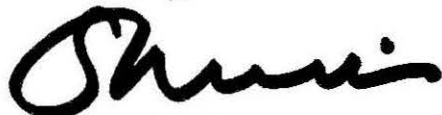
The Coalition awards grant funding on an annual basis and has granted Casa Marianella \$53,800 for 2014. As you are probably aware, these grant funds come from diverted drainage fees from local congregations, as per a 1996 Austin City Council ordinance. These funds increase every year as additional congregations join and the pool of funds increases. Once the Coalition's Board of Directors determines the revenue estimate, allocation decisions are made in November for the following calendar year.

Casa Marianella is one of 17 social service agencies funded. While the Coalition anticipates increased funding for 2015 and beyond, a precise award can not be predicted at this time for October 1, 2015 and for future years.

The Coalition grants are designed to supplement other funding, not meet the entirety of needs by the organization. We require that agencies have sufficient funding from other sources to fully fund their programs. For Casa Marianella, the City of Austin is the largest non-Coalition grant. Decisions to fund Casa at the current amount are based partially on the City funding, as documented in Casa's grant application.

If you have any questions, please feel free to contact me at any time.

Sincerely,



Susan Morris  
Fund Administrator



## Mission & Ministry, Inc.

9404 New Harmony Road ~ Evansville, Indiana 47720

Phone: 812.963.7580 ~ Fax: 812.963.7526

E-Mail: mwildema@doc-ecp.org

April 7, 2014

Purchasing Office, City of Austin  
Municipal Building  
124 W 8<sup>th</sup> Street, Room 308  
Austin, TX 78701

Dear City of Austin;

Mission & Ministry, Inc. awards funding to Casa Marianella to provide housing, case management and other supportive services for homeless immigrants.

Current funding is for \$100,000:

- \$60,000 for March 15, 2014 - March 14, 2015

In our application and contract process, we require applicants to document the source of all monies that will be used to fully fund services and administration. We only make grant awards when agencies have the ability to financially sustain programs through stable funding sources. A core issue for MMI is for applicants to have additional funds to support the program through the term of the grant and also be able to sustain the program after the MMI grant period has ended.

For Casa Marianella, our funding decision was based partially on currently contracted and anticipated future grant awards from the City of Austin. Our award to Casa Marianella is dependent on this leveraged funding.

We are grateful that the City of Austin has provided long-term support to help Casa Marianella serve homeless immigrants and help them achieve self-sufficiency. Mission & Ministry is involved in caring for the sick and indigent in Austin in many ways, particularly through Seton hospitals, which were founded by MMI's Daughters of Charity. When University Medical Center Brackenridge releases homeless immigrants to Casa Marianella, and immigrants receive care at Casa that prevents future hospitalizations and ER visits, Austin's local government saves a tremendous amount of money. This isn't documented in an Excel chart detailing leveraged funds, but it is a very significant cost savings for the City.

We would be happy to provide any additional information to assist you in reviewing Casa Marianella's application.

Thanks and God bless,

Tamara Ann Hust  
Grants Manager  
Mission & Ministry, Inc.



April 16, 2014

Purchasing Office  
City of Austin  
Municipal Building  
124 W 8<sup>th</sup> Street, Room 308  
Austin, TX 78701

6930 Carroll Avenue / Suite 820

Takoma Park MD 20912-4423

800.543.5046 / 301.270.0900 / fax 301.270.0901

info@catholicvolunteernetwork.org

To whom it may concern;

Catholic Volunteer Network (CVN) provides AmeriCorps Members to Casa Marianella as a sub-contractor through a grant from the federal Corporation for National and Community Service (CNCS). Casa Marianella pays an agreed upon stipend and provides health insurance for each Member. Other benefits (like the Segal Education Award for eligible Members upon completion of service) and CVN's administrative costs are paid by the federal government. As a sub-contractor, these funds would not appear in Casa Marianella's books.

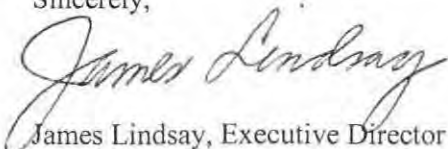
CVN's AmeriCorps grant runs for three years. Our current grant covers a program year that ends in August 2014 (enrolling Members through August 14<sup>th</sup>). In January of 2014, we applied for another three-year grant term under the NOFA14 for AmeriCorps State and National, and we look forward to a notice of award in early May so that we can start our 2014-15 program year on August 15<sup>th</sup>, 2015.

Casa is under consideration for four AmeriCorps Members for the program year fall 2014 – fall 2015, with an option for increasing the number of Members in future years to meet the needs of the agency and the people they serve. Slots awards are issued based upon the merits of the subgrantee proposal, previous performance and availability (pending CNCS approval). Casa Marianella has been a valued partner, contributing significantly to measurable outcomes in housing services and national service priorities.

Our AmeriCorps award to Casa Marianella involves us awarding AmeriCorps Member positions, not cash, but we require the agency to document sufficient funds to cover the \$12,000 annual stipend, health insurance premiums, supervisory staff, overhead and related services for each AmeriCorps Member to meet the needs of shelter residents. Since this is not a cash grant, we cannot provide you with a grant dollar amount, but we can tell you that an AmeriCorps Member who is paid a \$12,000 stipend by Casa Marianella saves the agency over \$20,000 a year in salary and FICA costs compared to the cost of a staff case manager, even at the lowest end of the pay scale. Multiplying that by four Members, the Catholic Volunteer Network AmeriCorps program is worth over \$80,000 a year to Casa Marianella.

We are pleased to support Casa Marianella in their exemplary work serving homeless immigrants in crisis in Austin and would be happy to provide any further information to help you evaluate their application.

Sincerely,



James Lindsay, Executive Director

# Casa Marianella Tobacco Policy

These policies apply to staff members, volunteers, members of national service programs, residents, board members, clients, contractors and visitors:

## **1. Indoor Tobacco Use:**

Use of any tobacco product, including but not limited to cigarettes and cigars, e-cigarettes (also known as vapor cigarettes) and snuff is prohibited inside all Casa Marianella buildings (shelters, community center and storage facilities/sheds). Use of tobacco products is also prohibited inside any agency-owned vehicle.

## **2. Outdoor Tobacco Use:**

**A. Posada Esperanza Family Shelter Cluster:** Use of any tobacco product, including but not limited to: cigarettes and cigars, e-cigarettes (also known as vapor cigarettes) and snuff is prohibited on the outdoor property of the three Posada Esperanza shelters: front yards, back yards, side yards, porches, walkways, driveways. Further, use of any tobacco product is prohibited on the sidewalks and streets in front of the shelter houses.

**B. Adult Shelter I:** Use of any tobacco product, including but not limited to cigarettes and cigars, e-cigarettes (also known as vapor cigarettes) and snuff is prohibited on the outdoor property of Casa Marianella's Adult Shelter I: front yard, back yard, side yard, porch, walkway, driveway. Further, use of any tobacco product is prohibited on the street in front of the shelter house.

**C. Adult Shelter II:** Use of any tobacco product, including but not limited to cigarettes and cigars, e-cigarettes (also known as vapor cigarettes) and snuff is prohibited on Casa Marianella's Adult Shelter II's front yard, side yard, porch, walkway and driveway. Use of any tobacco product is prohibited on the street in front of the shelter house. Staff members, volunteers, members of national service programs, board members, contractors and visitors are prohibited from smoking in Adult Shelter II's back yard. Residents are permitted to smoke in a designated smoking area at the back of the yard, set away from the house and at a sufficient distance to not interfere with the health and nonsmoking rights of staff members, volunteers, members of national service programs, board members, contractors and visitors. Because the Casa shelters and Community Center are renovated houses located in a residential neighborhood, the designated smoking area was designed as a way to protect people affiliated with the agency without interfering with the rights and health of the neighbors. Before we had the designated smoking area, some residents would smoke in the street in front of houses neighboring the shelters (there are no sidewalks). This interfered with the rights and health of our neighbors, created a risk of smokers being hit by a car and was detrimental to our harmonious relationship with our neighbors.

**D. Community Center:** Use of any tobacco product, including but not limited to cigarettes and cigars, e-cigarettes (also known as vapor cigarettes) and snuff is prohibited on the outdoor property of Casa Marianella's Community Center: front yard, back yard,



side yard, porch, walkway, driveway. Further, use of any tobacco product is prohibited on the street in front of the Community Center.

**E. Off-site locations:** Use of any tobacco product, including but not limited to cigarettes and cigars, e-cigarettes (also known as vapor cigarettes) and snuff is prohibited at any agency-sponsored events in both indoor and outdoor locations and parking lots.

**F. Smoking Cessation:** Smoking cessation resources and support programs will be made available to any staff member, volunteer, member of national service program, resident, client, contractor or visitor who wishes to stop tobacco use.

These policies are approved by the Executive Director:

  
\_\_\_\_\_  
Jennifer Long, Executive Director

# Mother-Friendly Workplace

These policies apply to staff members, volunteers, members of national service programs, residents, board members, clients, contractors and visitors:

Casa Marianella encourages and supports breastfeeding and has created a work and volunteer environment to make breastfeeding and pumping comfortable and practical at all Casa facilities.

## **1. Privacy**

All Casa staff members, volunteers, members of national service programs, residents, board members, clients, contractors and visitors will have access to a clean, private space (a room with a door that closes and locks) suitable for breastfeeding and pumping. Each cluster (Cluster 1: Adult Shelters 1 & 2, and Community Center; Cluster 2: 3 Posada Esperanza Family Shelters-3 houses) will have a minimum of one space ensuring privacy that is suitable for breastfeeding and pumping.

Our Posada Esperanza family shelter strongly encourages the mothers who live at the shelter to breastfeed and provides extensive supports (including free onsite lactation consultants) and role modeling. As part of this policy, breastfeeding in the public areas of the shelters (living rooms, kitchens, dining areas, office, yards, porches, etc.) is encouraged and supported. Staff members, volunteers and residents regularly breastfeed in the public/shared areas using as much or as little draping as they are comfortable with. While private space is always available, the shelter has created a comfortable environment for public breastfeeding and encourages and supports all lactating women on the premises to feed their children anywhere, any time, inside or outside the shelter houses.

## **2. Water/Hygiene**

At each cluster, lactating women will have access to a sink, clean, safe water (City of Austin water) and fresh paper towels. Facilities will be sufficient for washing hands and rinsing breast-pumping equipment.

## **3. Storage**

At each cluster, lactating women will have access to hygienic storage to store breast milk. Each cluster has a minimum of one refrigerator, but women may bring a personal cooler if they prefer.


## **4. Schedule/Breaks**

All staff members, volunteers, contractors, members of national service programs and board members at all Casa facilities or when performing Casa work offsite (e.g., escorting residents to medical or legal appointments or attending meetings) will:

- a. Have a flexible work schedule that allows sufficient time to breastfeed and/or pump breast milk. Current agency scheduling already includes a fair amount of flexibility in work scheduling, so this is an extension of current agency policy.

- b. Lactating women will also be able to take extended breaks to accommodate breastfeeding and pumping whether onsite or working for or representing Casa Marianella offsite.

These policies are approved by the Executive Director:

  
\_\_\_\_\_  
Jennifer Long, Executive Director

# Employee Wellness Initiative

These policies apply to staff members, volunteers, members of national service programs, residents, board members, clients, contractors and visitors:

## **1. Environment**

Casa staff members, volunteers, members of national service programs, contractors and board members work at the shelters that are home to the residents, so our wellness policies benefit staff/volunteers as well as shelter residents. Healthy behavior and lifestyle choices also serve as role modeling for residents.

## **2. Food**

Staff members, volunteers and members of national service programs often eat at the shelter with residents during their shifts. Agency policy is for the food served at the shelter (purchased and donated) to be high in nutrition and low in fats, sugars, additives. Fresh rather than processed foods are served as much as possible and food is cooked onsite. Due to having diabetic residents living at the shelter, few sweets are kept at the shelter. Meals shared with residents are centered on fresh fruits and vegetables, meats, beans, legumes, dairy and grains.

## **3. Nutrition**

The majority of staff members and members of national service programs, as well as some volunteers, teach residents about nutrition and provide food guidance for diabetics at the adult shelter and mothers and family shelter. The focus is on achieving a high level of nutrition at a low cost, eating as much fresh food as possible and addressing medical issues that are impacted by food choices and food timing. In order to provide these services, staff members and members of national service programs undergo training, which also has a positive impact on their own knowledge and choices.

## **4. Physical Activity**

The climate of Casa Marianella is healthy living. The use bicycles rather than cars is encouraged. Casa Marianella will help staff members, volunteers and members of national service programs acquire free bikes through donations and through the Yellow Bike Project.

## **5. Physical and Mental Health**

**A. Health Insurance:** All full-time employees and members of national service program are offered comprehensive medical insurance. 100% of premiums are paid by Casa Marianella. Casa will also reimburse for deductibles whenever possible.

**B. Mental Health and Emotional Support:** Staff members and members of national service programs are encouraged to seek counseling for help with mental health issues and emotional stress through their health insurance and/or community counseling programs. Casa Marianella will reimburse for co-payments and deductibles whenever needed.



Working with traumatized people on a daily basis is very stressful. Staff and national service members participate in a free, offsite program at a local counseling center to develop coping skills and receive support to help handle these stresses, recognize and manage emotional dis-regulation and maintain personal emotional regulation.

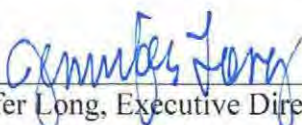
Members of the Jesuit Volunteer Corps and AmeriCorps programs often have additional supports available through those programs, and we encourage Members to take advantage of those resources.

**C. Onsite Oriental Medicine Clinic:** Staff members, volunteers, members of national service programs, contractors and board members have free/low cost access to an onsite Oriental Medicine Clinic.

**D. Substance Use:** Casa Marianella encourages staff members, volunteers, members of national service programs, contractors and board members who have problems with substance abuse to seek appropriate care and/or assistance with sobriety. Casa Marianella will assist with providing referrals for rehab for any person who needs those services. We have a strict policy of not permitting non-prescribed drugs and alcohol on the premises.

**E. Tobacco Use:** Casa Marianella supports and encourages staff members, volunteers, members of national service programs, contractors and board members to abstain from tobacco products in order to protect their health. Smoking cessation resources and support programs will be made available to any person who wishes to stop tobacco use. Use of any tobacco product, including but not limited to cigarettes and cigars, e-cigarettes (also known as vapor cigarettes) and snuff is prohibited inside all Casa Marianella buildings (shelters, community center and storage facilities/sheds). The use of tobacco products is prohibited in all outdoor portions of Casa property with the exception of a designated smoking area for shelter residents at the back of the yard of Adult Shelter II, set away from the house and at a sufficient distance to not interfere with the health and nonsmoking rights of staff members, volunteers, members of national service programs, board members, contractors and visitors. Use of tobacco products is also prohibited inside any agency-owned vehicle and at any agency-sponsored events in both indoor and outdoor locations and parking lots.

These policies are approved by the Executive Director:

  
\_\_\_\_\_  
Jennifer Long, Executive Director



# Casa Marianella Safety Procedures

These policies apply to staff members, volunteers, members of national service programs, residents, board members, clients, contractors and visitors:

## **1. Health Emergencies**

If a person seems to be in immediate danger from a physical injury or disease, call 911.

If a person's need seems less urgent, but still serious, try to find him or her a ride to Brackenridge to avoid having to use the service of EMS.

If you are not sure whether someone needs to go to the hospital, you can call Brackenridge Emergency Room and ask to speak to a nurse who can give you advice. The number to call is 324-7000. Ask to speak to the emergency room.

If the physical problem seems to be a case of poisoning, you can call poison control at 1-800-764-7661.

If a woman has been beaten by her spouse, she can call Safe Place at 267-7233.

If the person has a psychiatric emergency, call Psychiatric Emergency Services at 472-8996.

## **2. Safety Emergencies**

If you ever feel that you or one of Casa's clients is in immediate physical danger of any kind, call 911 without delay. You must always put your own safety first. Do not try to intervene in any argument that involves weapons or persons who are intoxicated. These are dangerous situations that require police intervention.

The best form of prevention is to always be aware of what is happening around the house. Be aware of any guests who do not live here, and make it a practice to always walk around the house frequently to monitor the mood of the house. Very often a fight can be prevented from escalating if you pay attention to what is happening in the house. The front of the house is also an important spot to watch. Usually explaining to people that we cannot afford to have any sort of threatening behavior in the house and saying that you are required to call the police is an effective deterrent.

## **3. Asking People To Leave**

The second rule for residents states that any form of hitting or threatening is grounds for being asked to leave Casa immediately. Do enforce this rule. Identifying potential trouble makers can help prevent an act of violence.

Never confront someone in front of others. Always ask the person to come to the office for a private conversation. Use respectful language at all times.

#### **4. Child Safety**

All children must be in the presence and under the direct supervision of their parents at all times. Children may not leave Casa in the custody of a resident other than their parent. Children may be left in the custody of women who are also staying at the house. The woman in charge must be directly supervising the children she is caring for. Residents are not permitted to leave children in the care of Casa Marianella staff who are on shift at the time. The staff member on shift needs to be available to do his/her work.

If at any time you become aware that a child has been abused by his or her parent, you are required to report that abuse to Child Protective Services at 834-3867. If a parent hits a child inappropriately, but not so seriously that you would call CPS, do give them a warning and explain that as a person who works in the public service you will be required to report any behavior that seems abusive. If you see an injury on a child, bruising or a burn, you should ask the parent what happened. If you feel that CPS should be notified, you can ask the parent to make that call themselves. They can explain the injury to CPS and you will not be put in the "bad guy" role.

#### **5. Fire Safety**

When intaking a new resident to Casa, you should show them where the fire exits are. Residents need to know to leave the building if they smell smoke or see any evidence of fire.

The biggest fire hazard is the kitchen. Cooking should be monitored to insure that those preparing food are using good safety precautions.

Become familiar with the location of fire extinguishers around the house.

Do not try to handle a fire on your own. Call 911 for support. In this house a fire can get out of control quickly, and a few minutes could make a big difference.

#### **6. Physical Safety/Disease prevention:**

Anytime there is the risk of exposure to body fluids (saliva, blood, etc.), utilize universal healthcare precautions, including the use of latex gloves.

#### **7. Emotional Support:**

Working with traumatized people on a daily basis has an emotional toll. Development of coping skills and utilizing supports will help you learn to handle these stresses, recognize and manage emotional dis-regulation and maintain personal emotional regulation. Staff and national service members participate in a free, offsite program at a local counseling center to develop these skills.

These policies are approved by the Executive Director:

  
\_\_\_\_\_  
Jennifer Long, Executive Director

**Section 0835: Non-Resident Bidder Provisions**

Company Name Casa Marianella

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N.A. Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N.A.



## Section 0615

### Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

<p>Select <b>only one (1)</b> of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Safety Net Infrastructure</li> <li><input type="checkbox"/> Transition Out of Poverty</li> <li><input type="checkbox"/> Problem Prevention</li> <li><input type="checkbox"/> Universal Support Services</li> <li><input type="checkbox"/> Enrichment</li> </ul>	<p>Select <b>only one (1)</b> of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input type="checkbox"/> Youth</li> <li><input checked="" type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
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If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

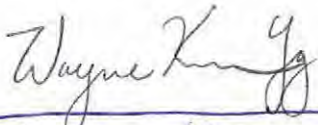
<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Safety Net Infrastructure</li> <li><input checked="" type="checkbox"/> Transition Out of Poverty</li> <li><input type="checkbox"/> Problem Prevention</li> <li><input checked="" type="checkbox"/> Universal Support Services</li> <li><input type="checkbox"/> Enrichment</li> </ul>	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Early Childhood</li> <li><input type="checkbox"/> Youth</li> <li><input type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
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## Section 0625

### Homeless Housing Habitability Standards

Except for such variations as are proposed by the Applicant and approved by the City of Austin, homeless housing (including shelter, transitional, and permanent supportive housing) must meet the following requirements:

1. ☒ *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.
2. ☒ *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
3. ☒ *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
4. ☒ *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
5. ☒ *Water supply.* The water supply must be free from contamination.
6. ☒ *Sanitary facilities.* Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
7. ☒ *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.
8. ☒ *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
9. ☒ *Food preparation and refuse disposal.* All commercial kitchens providing group meals by staff or volunteers must be approved by the City of Austin Health and Human Services Department Environmental Health Services Division. The City of Austin requires operators of Food Enterprises to submit a list of all employees with their date of birth, job titles, and their Food Handler or Food Manager City of Austin registration number at the time of their annual permit renewal. Food Handler Registration with the City of Austin is required for employees working in a Food Enterprise. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
10. ☒ *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.
11. *Fire safety.*
  - (a) ☒ Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
  - (b) ☒ The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

  
Wayne Krause Yang, Board President

4/1/14  
Date



## HOUSING HABITABILITY STANDARDS

Casa Marianella owns five shelter houses and rents three apartments:

- **Adult Shelter:** Two houses with dorm style living. Separate men's and women's dorms. Congregate meals.
- **Posada Esperanza Family Shelter:** Three houses with a total of 11 bedrooms. In 10 of the bedrooms, each family lives in one bedroom. In the 11<sup>th</sup> bedroom, 4 adult women without children share the room. Each family/adult prepares her own meals.
- **Transition to Independence for Asylees—Apartments :** Three apartments with 4 bedrooms each. Two people share each bedroom. All male residents. Each resident prepares his own meals.

### SHELTER HOUSES:

Each shelter is a renovated house in a residential neighborhood in East Austin. The safety and comfort of our residents is our highest priority. Houses are renovated before shelter residents move in and we continually perform large and small maintenance projects to maintain safe, secure and clean living environments. Congregate meals are served at our Adult Shelter. The kitchen undergoes and passes regular inspections by the City of Austin Health Department.

#### Standards:

**1. Structure and materials.** All of our houses are structurally sound. We continually make small repairs and do larger building and facility upgrades throughout the year as well as replacing and upgrading appliances. Structural issues and safety are the first priority, followed by comfort and aesthetics.

**2. Access.** All five of our shelter houses are free-standing houses. They all have front, back and side yards and no common walls with other houses. All houses have two doors (front and back) as well as several windows for alternate egress in case of fire. We do not have bars on any of the windows. We undergo Austin Fire Department and Fire Insurer inspections.

#### 3. Space and security.

- **Adult shelter (2 houses):** Residents sleep in dormitory-style housing, with separate men's and women's dorms. Bedding is washed regularly. The larger house has separate men's and women's dorms. The second house is all male. We review and change our dormitory arrangements as our resident population changes. Until last year we had one woman's dorm, then, as the number of female residents increased, we converted a men's dorm to a second women's dorm. Each resident has his or her own bed, with a comfortable mattress, blankets, pillows, etc. Bedding is washed regularly. Residents have lockers to secure clothing and other belongings. Casa also has a safe in the office where residents can keep money and important documents. For resident security, Casa also uses the safe to store narcotics for residents with cancer, recovering from injuries or surgery or other medical conditions that require pain medication. The shelters have 24-hour staff and are locked at night.
- **Posada Esperanza (3 houses):** The three houses have a total of 11 bedrooms. Ten of the bedrooms are family rooms. Each family has a private bedroom, with a door that locks, and sufficient beds and cribs for each member of the family, a closet, dresser and

night table or small bookcase. Bed rails are available for toddlers and young children. Four adult women live in the 11<sup>th</sup> bedroom, which also has a locked door. Each woman has her own bed with a comfortable mattress, blankets, pillows, etc. The room also has a closet and sufficient dresser space. Bedding is washed regularly. The shelters are staffed day and evening and are locked at night.

**4. Interior air quality.** The houses have doors and screened windows, and all common and private spaces are well ventilated. There are no problems with indoor pollution and no smoking allowed in any of the houses. We change air conditioner/heater filters on a regular basis to maintain the highest air quality in our shelters. There are ceiling fans throughout all shelter houses.

**5. Water supply.** We rely on water from the City of Austin for bathing, cooking and drinking. This water supply is well-regulated and tested. If a pipe break or contamination issue in the neighborhood ever causes a temporary boil-water policy, we would comply immediately and also purchase clean drinking water, if necessary.

**6. Sanitary facilities.** All bathroom doors have locks to ensure privacy. Each resident or family has his or her own soap, shampoo, conditioner and clean towels and washcloths. Infant, toddler and adult diapers are disposed of properly at both facilities. We have free onsite washing machines and dryers and free laundry soap for use by all shelter residents. Most residents do their own laundry. Staff and volunteers do laundry for residents who are too sick or injured to do it themselves.

**7. Thermal environment.** All of our shelter houses have central air conditioning and heating. We change filters on a regular basis, complete repairs for any mechanical problems promptly and replace/upgrade systems when necessary. We also perform weatherization on the houses to conserve energy.

**8. Illumination and electricity.** We have sufficient electricity (capacity and outlets) at all of our shelter houses for illumination, appliances and computers. Our lighting comes from a combination of lighting fixtures, lamps and natural light through windows. All houses have circuit breakers for safety.

**9. Food preparation and refuse disposal.**

- **Adult Shelter:** Congregate meals are prepared in a large kitchen in the larger shelter house. We have a permit and comply with all regulations set by the City of Austin Health and Human Services Department Environmental Health Services Division. We undergo and pass regular inspections. Food acquisition, meal/nutrition planning, sanitary policies and compliance are supervised by the Food Services Manager who reports to the Executive Director. We have sufficient space and equipment to store, prepare and serve food for our shelter residents. All refuse is disposed of properly.
- **Posada Esperanza Family Shelter:** Families prepare their own meals at Posada Esperanza (three houses, each with a kitchen). Residents have sufficient space and equipment to store, prepare and serve food. All refuse is disposed of properly.

**10. Sanitary condition.** Our shelter houses and all of our equipment is maintained in a sanitary condition. Chores and other tasks are performed by shelter staff, shelter residents with some volunteer support.

**11. Fire safety.**

We have multiple battery-operated smoke detectors in all five shelter houses. We check the smoke detectors on a regular basis and change batteries when needed. We have fire extinguishers in all shelters and inspect them regularly. All houses have egress through two doors and, if necessary, several windows. We do not have any hearing-impaired residents, but if we do in the future, we will acquire and install smoke detectors with an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

**TRANSITIONAL APARTMENTS:**

Casa Marianella rents three four-bedroom apartments, each of which houses eight adults who are seeking asylum or were recently awarded asylum. All three apartments are located in one complex, and we have a strong relationship with the building owner and manager. When building ownership turned over last year, we maintained that good relationship. The apartment complex is located with the City of Austin, and the building is subject to City of Austin and State of Texas Health and Safety regulations. We inspect each apartment before renting and make sure the unit meets all requirements. We have not had any major building maintenance, safety or structural issues, but we monitor the building and the units closely and will be proactive if any problems occur. As with our shelter houses, our rental apartments meet or exceed the 11 standards, as discussed above. As part of their transition to independence, apartment residents are responsible for contacting apartment management on any maintenance issues that come up. We guide them in this process, whenever necessary.

**Section 0640**  
**Program Performance Measures and Goals**  
**Casa Marianella**

**OUTPUT MEASURES**

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
<b>Number of unduplicated clients served per 12-month contract period</b>	<b>100</b>	<b>300</b>	<b>400</b>

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
<b>Number of unduplicated clients served during the initial 36-month contract period</b>	<b>300</b>	<b>900</b>	<b>1,200</b>

**OUTCOME (RESULTS) MEASURES:**

<b>Total Program Performance – OUTCOME # 1 (Required)</b>	<b>Total Program Annual Goal</b>
Number of people who leave homeless for Casa Marianella (numerator)	<b>400</b>
Number of people who receive housing at Casa Marianella (denominator)	<b>400</b>
<b>Percentage of people who become safely housed at Casa Marianella)</b> (outcome rate)	<b>100%</b>

<b>Total Program Performance – OUTCOME # 2 (Required)</b>	<b>Total Program Annual Goal</b>
Number of households that maintain housing or transition into housing (Number of people who exit shelter for safe, secure housing (numerator)	<b>320</b>
Number of number people who leave shelter (denominator)	<b>400</b>
<b>Percentage of people who exit shelter into safe and secure housing</b> (outcome rate)	<b>80%</b>

<b>Total Program Performance – OUTCOME # 3</b>	<b>Total Program Annual Goal</b>
Number of people who receive sufficient, nutritious food at Casa Marianella (numerator)	<b>400</b>
Number of number people who need sufficient, nutritious food (denominator)	<b>400</b>
<b>Percentage of people who have sufficient, nutritious food at Casa</b> (outcome rate)	<b>100%</b>

<b>Total Program Performance – OUTCOME # 4 (Required)</b>	<b>Total Program Annual Goal</b>
Number adults who increase income (numerator)	<b>300</b>
Number of adults who come to Casa Marianella with low or no income (denominator)	<b>238</b>
<b>Percentage of adults who increase increase income)</b> (outcome rate)	<b>70%</b>

**Section 0645**  
**Program Staff Positions and Time**  
Casa Marianella

List Program Staff by Title	Program Staff FTE's
Executive Director	1
Shelter Director	1
Legal Director	1
Attorney	.5
Shelter Assistant Directors	2
Case Managers (7 FTEs at Adult Shelter, 4 FTEs at Posada Esperanza family shelter. Most are members of AmeriCorps or Jesuit Volunteer Corps).	11
Food Services Manager/Case Manager	.70
Women's Education Director	.23
TOTAL FTEs =	17.43



## KEY STAFF

All staff members are fluent in English and Spanish:

**Jennifer Long, Executive Director, Casa Marianella:** Long is responsible for overseeing all facets of agency operations, including hiring and overseeing supervisory staff, developing and implementing long range plans in conjunction with the board of directors, developing relationships with other community service providers and government agencies, raising funds for the agency through donations, grants and special events and continuing to expand services and facilities to meet the needs of as many local immigrants as possible. She also provides direct services for residents, including much of the medical case management. Long coordinated all of the care for cancer treatment for several residents—scheduling, translating, driving and organizing rides for oncology, radiation and chemotherapy treatments as well as coordinating medication and tube feeding. She also coordinated all care for an ill elderly gentleman affectionately known as Casa's elder statesman: multiple doctor and specialist appointments, multiple medicines and lab tests. Long has worked with Central American and Mexican immigrants as a community organizer, social service provider and educator for three decades, including a stint as a volunteer in Nicaragua. She earned a B.A. in Social Philosophy and a Master's Degree in ESL. Long joined Casa Marianella as a board member in 1995 and became Executive Director in 1998. Unlike Executive Directors at other agencies, Long does not take a market value salary. She accepts only an annual stipend of \$12,000, with health insurance as her only benefit.

**Patricia McCabe, Program Director, Posada Esperanza:** McCabe is responsible for managing all staff and programs activities of the Posada Esperanza houses, including training and supervising staff, raising funds, overseeing program budgets, designing and refining services and working with the Executive Director on long-range planning. She also works directly with residents. McCabe was integral in initiating the new shelter for women and children survivors of violence, then orchestrating the expansion to three houses. She has 18 years of experience in the field, 15 of those years at Casa Marianella. McCabe started at Casa as an Emergency Shelter Operations Coordinator and has been promoted twice. Before coming to Casa she interned with the Washington Office on Latin America and served as a Service and Education project volunteer in Mexico. She earned a BA in Psychology, with four years on the Dean's List, and a Certificate in Nonprofit Leadership and Management.

**Assistant Directors (2 positions: one at Adult Shelter, one at Posada):** Assistant Directors are responsible for assisting the Shelter Director with all facets of program operations and taking responsibility for specific tasks, including documenting services, coordinating with other service providers, handling emergencies, training new staff, managing volunteers and soliciting donations as well as providing direct services to residents. They perform intakes for new residents, providing case management and medical case management and meet the needs of all shelter residents when on shift. The successful candidates will have a minimum of one college degree, experience working with the specific populations served by the agency, be fluent in English and Spanish, have experience working or volunteering overseas.

**Case Managers (at Casa Emergency Shelter and Posada Esperanza Family Shelter. Multiple positions):** All Case Managers have a minimum of one college degree, experience working with the specific populations served by the agency, are fluent in English and Spanish and have experience working or volunteering overseas. They are responsible for performing intakes for new residents, providing direct service—including medical case management—to shelter residents, handling emergencies, meeting the needs of all shelter residents when on shift, training and supervising volunteers, taking residents to their court cases and immigration checks in San Antonio, making medical appointments and providing transportation, translation and co-payments, when necessary, advocating for residents with the medical community, providing recreational activities for residents. etc.

**Elise Harriger, Director, Legal Director, Casa Marianella Immigration Legal Services:** Harriger founded the Immigration Legal Services program and worked as a volunteer for over a year running the program and providing legal services before the agency acquired funds to convert it to a staff position. She is responsible for overseeing all facets of the legal clinic, providing direct legal services and supervising staff attorneys, pro bono attorneys, interns and volunteers. Harriger has six years experience as an attorney and two summer associate positions as well as an internship with Amnesty International. She served as an AmeriCorps Member at Casa Marianella before attending law school, then joined the board of directors before becoming Legal Director. Harriger earned a Doctor of Jurisprudence, a B.A. in UT's Plan II Honors Program and a postgraduate diploma in Theology (Oxford University, England). She was Phi Beta Kappa as an undergraduate and a Rapoport Human Rights Scholar as a law student.

**Sarah Woelk, Attorney, Casa Marianella Immigration Legal Services:** Woelk has close to 30 years experience in law, including high level positions at the Texas Ethics Commission, Office of the Texas Attorney General and Texas Lottery Commission. She provided weekly legal presentations at the Hutto Detention Center, donated pro bono legal services for clients of American Gateways, served on the American Gateways board of directors and served in Americorps. Woelk earned a B.A., Phi Beta Kappa, and a J.D., with additional legal education in immigration law from the University of Texas at Austin and the State Bar of Texas.

**Mercedes Peña, Food Services Manager, Casa Emergency Shelter:** Peña is responsible for purchasing and storing food, keeping fridges and pantries well-stocked, working with the Capital Area Food Bank, coordinating food donations from local businesses, farms and Keep Austin Fed, being aware of the dietary, cultural and religious food needs of residents and monitoring staff and volunteers for food safety practices and City of Austin Health Department compliance. She also does some of the cooking and case manages several residents, usually residents with complicated medical issues and transgender residents. For Peña, as a Cuban refugee, food was always an issue—getting enough food, having access to nutritious food and finding foods that were like home to ease isolation and cultural alienation. Managing the food services at Casa Marianella is a way for her to share her expertise and contribute to the recovery of other immigrants. Peña performed undergraduate work in political science. She learned a great deal about nutrition and balancing meals while raising her physically handicapped son: finding ways to provide adequate nutrition and protein despite the challenges of his compromised digestive system.

**Arely Achenbach, Women's Education Director:** Achenbach has been teaching women's employment readiness and empowerment classes in Spanish at Casa Marianella since 2004. She is responsible for all aspects of the program: developing the curriculum, teaching classes, creating new women's leadership elements, developing and staying within program budget, performing outreach, etc. She has extensive experience working and volunteering in the Latino community including Arte Sana, (support and empowerment for Latino/a survivors of sexual assault), Central Texas Immigrant Workers Rights Center and the Worker's Defense Project. Achenbach earned a B.A. in Sociology.

**Section 0650**  
**Program Budget and Narrative**

<b>Program's Line Item Budget</b>	<b>EARLY CHILDHOOD Amount</b>	<b>YOUTH Amount</b>	<b>ADULTS &amp; FAMILIES Amount</b>	<b>SENIORS &amp; PERSONS WITH DISABILITIES Amount</b>	<b>Amount Funded by ALL OTHER Sources</b>	<b>TOTAL Budget (ALL funding sources)</b>
<b>PERSONNEL</b>						
1. Salaries plus Benefits	\$11,250		\$63,750		\$308,052	\$383,052
<b>A. Subtotals: PERSONNEL</b>	<b>\$11,250</b>		<b>\$63,750</b>		<b>\$308,052</b>	<b>\$383,052</b>
<b>OPERATING EXPENSES</b>						
2. General Operating Expenses	\$13,341		\$75,599		\$238,539	\$327,479
3. Consultants/ Contractuals						
4. Staff Travel - <u>Out of Travis County</u>						
5. Conferences/Seminars - <u>Out of Travis County</u>						
<b>B. Subtotals: OPERATING EXPENSES</b>	<b>\$13,341</b>		<b>\$75,599</b>		<b>\$238,539</b>	<b>\$327,479</b>
<b>DIRECT ASSISTANCE for PROGRAM CLIENTS</b>						
6. Food/Beverage for Clients	\$00		\$4,000		\$6,640	\$10,640
7. Financial Assistance for Clients	\$3,600		\$16,400		\$10,590	\$30,590
8. Other ( <i>specify</i> )						
<b>C. Subtotals: DIRECT ASSISTANCE</b>	<b>\$3,600</b>		<b>\$20,400</b>		<b>\$17,230</b>	<b>\$41,230</b>
<b>CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>)</b>						
9. Capital Outlay						
<b>D. Subtotals: CAPITAL OUTLAY</b>						
<b>TOTALS</b>						
<b>GRAND TOTALS (A + B + C + D)</b>	<b>\$28,191</b>		<b>\$159,749</b>		<b>\$563,821</b>	<b>\$751,761</b>
<b>PERCENT SHARE of Total for Funding Sources:</b>	<b>4%</b>	<b>%</b>	<b>21%</b>	<b>%</b>	<b>75%</b>	<b>100%</b>

*Program Budget Narrative*

## Section 0650

### Program Budget and Narrative

PERSONNEL	NARRATIVE/ Descriptions
<b>1. Salaries and Benefits</b>	<p>The majority of staff are members of two different AmeriCorps programs, (Keep Austin Housed and Catholic Volunteer Network) and the Jesuit Volunteer Corps that cost \$6,500-\$17,000/person /year inclusive of monthly stipend and health insurance. JVCs also receive shared housing.</p> <p>Casa's Executive Director accepts only a \$12,000 annual stipend, with health insurance as her only benefit.</p> <p>The Legal Services Director/Attorney accepts only \$32,000 a year for her work.</p> <p>The highest paid staff member, the Posada Esperanza Director, earns \$36,000. All three administrators repeatedly refuse to accept raises.</p> <p>Casa pays the entire premium for health insurance for all staff and reimburses for deductibles when needed.</p>
<b>OPERATING EXPENSES</b>	
<b>2. General Operating Expenses</b>	Utilities, shelter costs (house maintenance, pest control, personal hygiene products, safety supplies and equipment, loan payments, etc.), vehicle expenses, insurance, audit, accounting, office supplies, postage, telecom, outreach, fundraising, legal clinic expenses (bar dues, legal books and resources, CLE and staff training courses, etc.), ESL teaching materials, women's education program, natural health clinic.
<b>3. Consultants/ Contractuals</b>	N.A.
<b>4. Staff Travel - <u>OUT of Travis County</u></b>	N.A.
<b>5. Conferences/Seminars/ Training - <u>OUT of Travis County</u></b>	N.A.
<b>DIRECT ASSISTANCE</b>	
<b>6. Food/Beverage for Clients</b>	<p>Food for meals at adult shelter (average of 35 residents/day).</p> <p>Emergency food for residents at family shelter.</p> <p>Majority of food is purchased at a deep discount through Capital Area Food Bank and donated directly from a wide range of local farms and businesses and also collected and distributed from Keep Austin Fed.</p> <p>Food is purchased through Sam's Club, Costco and grocery stores when necessary.</p>
<b>7. Financial Assistance for Clients</b>	Co-payments for medical care, medications and counseling, purchase of bus passes, fees to obtain birth certificates and other documents when clients do not have the financial resources to pay on their own. Some assistance with first month's rent, utility set-up etc. for departing residents.
<b>8. Other Direct Assistance (must specify)</b>	N.A.
<b>CAPITAL OUTLAY</b>	
<b>9. <u>Capital Outlay</u> (must specify)</b>	N.A.



## **Section 0650 Program Budget and Narrative**

### **BUDGET JUSTIFICATION**

**Total Request: \$187,940** (\$159,749 Adults & Families + \$28,191 Early Childhood)

**Salaries and Benefits: \$75,000**

Salaries and benefits (FICA and health insurance) for staff  
Fees for AmeriCorps and Jesuit Volunteer Corps program case managers  
Reimbursement for deductibles for staff medical costs

All positions provide direct service to shelter residents and administrative tasks necessary for the smooth functioning of the agency.

**General Operating Expenses: \$88,940**

Utilities, house maintenance, program costs, safety supplies and equipment, office supplies, postage, telecom, outreach, legal clinic expenses, teaching and curriculum materials, women's education program, natural health clinic, pest control, personal hygiene products, vehicle expenses, insurance, audit, accounting, fundraising, shelter loan payments, rent for asylee apartments.

The costs of running programs and operating the shelters to meet the totality of resident needs.

**Food/Beverage for Clients: \$4,000**

Food to prepare congregate meals at adult shelter  
Emergency food for residents at family shelter

To insure abundant, nutritious food for all shelter residents.

**Financial Assistance for Clients: \$20,000**

Co-payments for medical care, medications and counseling, purchase of bus passes, fees to obtain birth certificates and other documents, some assistance with first month's rent, utility set-up etc. for departing residents.

Necessary direct aid when resident has no financial resources. Payments are made directly to vendors: counseling center, pharmacy, Cap Metro, utility company, etc.

**Section 0655**  
**Program Funding Summary**  
**Casa Marianella**

*\*The majority of our grant funding is awarded through annual contracts. The vast majority are renewable and many of our funders award us increases, but as they are not confirmed, we are not including them in this document. Donation, event and direct mail income are projections based on long-term donor history and potential for growth and is included. We have separate funding streams to purchase and renovate additional shelter houses when needed outside the scope of this application.*

<b>Funding Sources</b>	<b>Grant/Contract Name</b>	<b>Funding Period Start</b> (mm/dd/yyyy)	<b>Funding Period End</b> (mm/dd/yyyy)	<b>Funding Amount</b>
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$187,940
Donations	Large number of small donors, several large donors and churches	10/01/2015	09/30/2016	\$247,137
Special Events	Special Events	10/01/2015	09/30/2016	\$45,220
Direct Mail Campaign	Direct Mail Campaign	10/01/2015	09/30/2016	\$33,250
<b>FUNDING AMOUNT TOTAL:</b>	<b>\$513,547</b>			
				<b>\$513,547</b>

**\*Additional Funding Not Reflected in Casa Books:**

Casa participates in three National Service programs that provide AmeriCorps and Jesuit Volunteer Corps Members to the Casa shelters at a very low cost. The majority serve one year terms as case managers. Two second-year participants serve as Assistant Directors at our Adult and Family shelters.

- 1. Keep Austin Housed AmeriCorps:** An eight agency collaborative led by Front Steps. Federal match funds do not appear in Casa's books. They are included in the books of lead/fiscal agent Front Steps.
- 2. Catholic Volunteer Network AmeriCorps:** A national AmeriCorps program. Federal match funds do not appear in Casa's books. They are included in the books of lead/fiscal agent Catholic Volunteer Network.
- 3. Jesuit Volunteer Corps:** A national program with a four agency Austin collaborative, co-founded by Casa Marianella. This is not a grant, but provides Casa with two full-time Case Managers at an extremely low cost.

\*These National Service programs save Casa Marianella close to \$250,000/year in staffing costs compared to the costs of market-level case management salaries/benefits. Participation in these programs also allows us to train the next generation of nonprofit staff who go on to perform social service, policy and government work in Austin, across the nation and in other parts of the world.

**Section 0835: Non-Resident Bidder Provisions**

Company Name Casa Marianella

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N.A. Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N.A.

**Contract Contact Information:**

City of Austin Health and Human Services Department, Social Service Contract:

Vella Karman  
Grants Coordinator/Contract Manager  
City of Austin Health and Human Services Department  
512-972-5064



## City of Austin Health and Human Services Department

Community Services Division  
Community Based Resources Unit  
P.O. Box 1088  
Austin, Texas 78767

December 6, 2012

Jennifer Long, Executive Director  
Casa Marianella  
821 Gunter Street  
Austin, Texas 78702

Re: Administrative and Fiscal Review Site Visit (10/30/2012) – Report

Dear Ms. Long:

An administrative and fiscal review (AFR) site visit for Casa Marianella was conducted on October 30, 2012 at the Casa Marianella property on 821 Gunter Street. Vella Karman, *Grants Coordinator*, and Edna Staniszewski, *Contract Compliance Specialist*, for the Community Based Resources unit of the City of Austin Health and Human Services Department (HHSD) conducted the review. Jennifer Long, *Executive Director*, and Patti McCabe, *Program Director*, represented Casa Marianella.

Prior to the site visit, Casa Marianella submitted the following documentation for HHSD review:

- Dates and attendance for Board meetings November 2011 through September 2012
- Board meeting minutes (January 11, 2012; March 7, 2012; May 9, 2012; July 11, 2012)
- Independent auditors' report for the years ended December 31, 2011 and 2010
- Current agency budget to actual financial report for January 1, 2012 through October 26, 2012
- Profit and Loss financial report January 2011 through December 2011
- Profit and Loss financial report for April 2012
- Casa Marianella Agency Budgets for 2011 and 2012
- Form 990 (signed/dated by ED on October 7, 2011)
- Casa Marianella Financial Policies
- Casa Marianella Organization Chart (dated January 2012)

### **I. AGENCY OVERVIEW**

1. Casa Marianella is a nonprofit agency whose mission it is to create a community with Spanish speaking immigrants and international refugees by providing hospitality and promoting self-sufficiency.
2. Casa Marianella serves homeless immigrants and candidates for political asylum. Adult men and women are served in the Casa Emergency Shelter. Women and children escaping domestic or cultural violence are served at the Posada Esperanza Transitional Shelter. The Community Education Center serves current and former residents as well as the immigrant community at-large.
3. Casa Marianella also recently started offering a legal clinic on Thursday afternoons.



## **II. BOARD OF DIRECTORS**

### **A. Structure**

1. The Casa Marianella Board of Directors has 10 – 12 members serving three-year terms. Board members may serve a maximum of two terms. The executive committee is comprised of the president, vice-president, secretary, and treasurer. Paid staff of the agency do not have voting rights in Board meetings.
2. Board members are actively involved in the organization and many are former staff members or volunteers. The Board is responsible for policy development, financial oversight, fundraising, approving audits, program evaluation, negotiating relationships with Immigration, and interviewing exiting staff, among other duties and responsibilities.

### **B. Fundraising and Financial Oversight**

Board minutes reviewed by HHSD clearly show that Board members are active and involved in both fundraising and financial oversight responsibilities. Minutes for the July 11, 2012 meeting indicate Board approval of the independent audit, presented by Renee Barry. Based on recommendations from the auditor during the July 11 Board meeting, Casa Marianella is employing the services of an outside bookkeeper to reconcile the books every month.

### **C. Program Performance**

Reviewed Board minutes indicate the Board is regularly apprised of the agency's performance as it relates to the HHSD contract and other program funding. It is clear from the meeting minutes the Board has significant oversight of programs and services offered to clients.

## **III. ADMINISTRATION**

1. Casa Marianella relies on volunteers from Jesuit Volunteer Corp, Keep Austin Housed, and other community volunteers. Americorp staff have been a significant part of the workforce capacity.
2. A large corporate group recently coordinated an employee volunteer day to paint, landscape, and contribute general improvements to Casa Marianella facilities.
3. Casa Marianella has changed the accounting firm who performs independent audits for the agency every few years, although they have no official policy for a requirement to switch firms.
4. Community partnerships include those with Brackenridge, Front Steps, Salvation Army, Center for Survivors of Torture, Capital Area Counseling, Community Care Clinic, SafePlace, LifeWorks, American Gateways, Foundation Communities, St. Louise House, and others.
5. The Financial Policies provided to HHSD address financial authority, responsibilities, budget, asset protection, purchasing, receiving contributions, paying bills, making deposits, payroll, and reconciliation.

## **IV. FINANCIAL**

1. The independent audit performed by Renee Barry, CPA, for the period ended December 31, 2011 contained no findings or recommendations.
2. Financial reports, as well as the recent independent audit, indicate that Casa Marianella observes sound principles of budgeting and financial management and operates in a fiscally responsible manner.
3. Casa Marianella recently received a significant grant from the Meadows Foundation for crisis funding. The HHSD contract beginning April 1, 2012 provides increased funding for the Casa Marianella Shelter Program for 30 months.

## **V. CONTRACT COMPLIANCE AND GENERAL OBSERVATIONS**

1. Contractually required regular reports, such as quarterly performance reports and monthly expenditure reports and payment requests, have been submitted on time. Casa Marianella staff acknowledge and respond to requests for other information/documents in a timely manner.
2. Casa Marianella transitioned smoothly into the new HHSD performance measures implemented April 1, 2012.

## **VI. REQUIRED ACTIONS**

1. The Board president should sign and date Board meeting minutes from the previous meeting after they have been reviewed and approved. Please send written confirmation to the HHSD contract manager of the adoption of this practice or an explanation why it will not be adopted by February 1, 2012.

If you have any questions or comments regarding this report, please feel free to contact me at 512.972.5064. I greatly appreciate your time and participation in this process, as well as the valuable work your agency does for individuals and families in our community.

Sincerely,



Vella Karman  
Grants Coordinator/Contract Manager

Cc: Bob Rankin, Board President



## City of Austin Health and Human Services Department

Community Services Division  
Community Based Resources Unit  
P.O. Box 1088  
Austin, Texas 78767

October 16, 2013

Jennifer Long, Executive Director  
Casa Marianella  
821 Gunter Street  
Austin, Texas 78702

### **Re: Report for Site Visit on 9/23/2013**

Dear Ms. Long:

A program performance review Site Visit for Casa Marianella was conducted on September 23, 2013 at Casa Marianella's Posada Esperanza property at 5104 Rainbow Ridge Circle. Vella Karman, *Grants Coordinator*, and Laura LaFuente, *Grants Coordinator*, for the Community Based Resources unit of the City of Austin Health and Human Services Department (HHSD) conducted the site visit. Jennifer Long, *Executive Director*, and Patti McCabe, *Program Director*, represented Casa Marianella during the visit.

Prior to the site visit, the HHSD contract manager conducted an Annual Desk Review consisting of:

- Financial Review
- Performance Review
- Technical Assistance Review
- Administrative Review

As of the Annual Desk Review dated July 3, 2013, Casa Marianella was in compliance with contract requirements, with one exception. At the time of the desk review, the only item lacking was signed Board minutes reflecting the presentation and approval of the annual independent audit. The audit was presented and approved by the Board during the 7/10/13 Board meeting, July Board minutes were approved during the 9/11/13 Board meeting, and a copy of the signed minutes were sent to the HHSD contract manager following the September meeting. To date, all contract requirements covered in the Annual Desk Review have been met.

### **I. AGENCY OVERVIEW**

1. Casa Marianella serves homeless immigrants and candidates for political asylum. Adult men and women are served in the Casa Emergency Shelter. Women and children escaping domestic or cultural violence are served at the Posada Esperanza Transitional Shelter. The Community Education Center serves current and former residents as well as the immigrant community at-large. Weekly legal clinics are also offered to shelter residents, providing assistance in immigration law and other legal questions.



2. Casa Marianella provides a valuable service to our community, operating one of only a few refugee/immigrant shelters nationwide. The shelter facilities have expanded over the past few years with increased funding and donations. Within the several houses, close to 70 people – including individuals, single mothers and their children – are served with shelter, meals, education, legal assistance, and housing location assistance.
3. Casa Marianella's key staff members have been directing the shelter operations for many years and bring a wealth of knowledge, experience and passion to the agency. Additionally, Casa Marianella relies on an influx of Americorp staff each year to play a significant role in the daily operations and programming at each of the shelter sites. These Americorp staff bring energy, new ideas, and enthusiasm to the business of serving clients in crisis and clients in need.

## **II. OVERALL CONTRACT PERFORMANCE**

1. Over the first three quarters of FY13, Casa Marianella has achieved 108% of its annual Output goal of 63 unduplicated clients served, serving a total of 68 clients to date. Explanations for exceeding the quarterly goal center on receiving additional funding for rental assistance, allowing shelter clients to find permanent housing and shorten their length of stay, opening up beds for new clients.
2. Over the first three quarters of FY13, Casa Marianella has reported outcome performance of 82.57% case-managed households that transition from homelessness into housing. This is slightly above the annual contracted goal of 76%. The total number of households exited from shelter is 79% of the City goal, and number of households who have transitioned from homelessness into housing is at 86% of goal.
3. Program performance is on target to meet annual goals by year end.
4. Expenditures to date are on target for total expenditure of fiscal year budget by year end.

## **III. CLIENT ELIGIBILITY DOCUMENTATION**

1. Casa Marianella's contract contains Amendment No. 2, which includes *Exhibit A.3, Client Eligibility Requirements*. Since Casa Marinella's clients are homeless upon entering the shelter, *Exhibit 3* exempts any requirements for income and residency documentation. However, client data must be entered into HMIS. This requirement is being met by Casa Marianella. Additionally, each client must have a Homeless Eligibility Form or Homeless Self-Declaration Form. This requirement is being partially met by Casa Marianella. During the site visit, we discussed methods to obtain full compliance with this requirement, including merging two forms to capture the necessary information. (See Concern 1 in *Required Actions* section below)
2. Casa Marianella has multiple shelter sites and maintains their client files in a variety of systems. They must fulfill requirements from different funders and they have adapted each system for practical access and use of documentation. Client file organization, however, is not uniform and is not in line with best practices. (See Concern 2 in *Required Actions* section below)

## **IV. PERFORMANCE REVIEW**

The *Performance Review* section of the On-Site Review Checklist was used for this site visit. A copy of the On-Site Review Checklist was sent to Casa Marianella prior to the 9/23/13 site visit. Brief responses to the *Performance Review* questions are listed below.

- A. Yes, written materials, project files, and staff interviews indicate contract activities are consistent with the contract terms/provisions.

- B. Yes, there is documentation to verify reported results for specific performance goals stated in the contract. Casa Marianella maintains program data in the HMIS database as well as a FileMaker Pro database.
- C. An inspection of files indicates a concern in the collection and maintenance of proper documentation (See Concerns 1 and 2 in *Required Actions* section below)
- D. Additional grant requirements include monthly submission of HMIS reports, which have been scored "Excellent" each month. This requirement has been met.

## **REQUIRED ACTIONS**

**Concern 1:** Homeless certification documentation is insufficiently formatted and organized. The reviewer cannot easily determine client eligibility based on homeless status within Casa Marianella's current documentation format and different data systems.

**Required Action 1:** The Homeless Eligibility/Certification documentation must contain the following:

- (a) Explanation of homelessness and/or HUD defined category of homelessness
- (b) Client signature
- (c) Date
- (d) Notes concerning any back-up documentation, if available (e.g. eviction notice, institutional discharge, previous shelter stay). If no back-up documentation is available, a note stating so is advised.

As discussed during the site visit, this homeless eligibility/certification information *may* be added to an existing intake document (e.g. income declaration form) in order to avoid additional paper forms. However, it must contain all necessary components listed above.

Any new/revised client forms must be submitted to the HHSD contract manager for approval.

**Deadline 1:** November 15, 2013 (If more time is needed, a request for deadline extension will be considered.)

**Concern 2:** Hard copy client files are not uniformly organized and do not consistently follow best practices for client file systems. Although various file components are present, they are not uniformly kept in central client files.

**Required Action 2:** Update the hard copy client file system for all current and future shelter clients to incorporate the following best practices:

- (a) Create and maintain a hard copy central master file for each client with all necessary documentation and/or notes to where documentation in alternate locations (e.g. electronic records) is kept
- (b) Create and maintain a client file checklist in each file to provide quick reference of file contents and quality assurance for completeness of documentation
- (c) Ensure confidential information is kept in a secure location (see examples of best practices listed in appendix to this report)

**Deadline 2:** December 15, 2013 (If more time is needed, a request for deadline extension will be considered.)

**HHSD Follow-up:** After completion of Required Actions 1 and 2, the HHSD contract manager will schedule a follow-up meeting with Casa Marianella staff for an inspection of client files. This follow-up will include visits to all locations where client files are kept. Technical assistance from the HHSD contract manager is available at any time during this process and communication prior to the follow-up visit is encouraged.



If you have any questions or comments regarding this report, please feel free to contact me at 512.972.5064. I greatly appreciate your time and participation in this process, as well as the valuable work your agency does for individuals and families in our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vella Karman', with a long horizontal flourish extending to the right.

Vella Karman  
Grants Coordinator/Contract Manager

Cc: electronic copy to be sent via email



CASA MARIANELLA

# Our Residents



It is the people who come to Casa Mariabella who tell the real stories. Our residents come to us from such tragedy and trauma, but they bring amazing resiliency and hope.

## Osman Idiarte



In a courtroom in San Antonio, a young man in an oversized leather jacket responds apprehensively to the questions of the judge, his immigration lawyer and the representative of the Department of Homeland Security about his childhood in Honduras. He explains with clarity and composure about his mother's death, abandonment by his father, growing up in a low-income neighborhood in San Pedro Sula and his decision to join a gang when he was ten.

"When I was 10," Osman Idiarte recalls, "I left the home of my grandmother to join the *Mara 18* (Gang 18). My friends told me that being in a gang meant respect and that no one would beat you up. I didn't care what happened to me then. My mother had died and I had no idea where my dad was."

In exchange for that safety and family network in a notoriously violent part of Honduras, Osman acted as a lookout and errand boy for the gang for the next four years. But by the time he was fifteen he realized that being in *Mara 18* would prove to be a death sentence. Even the youngest gang members in Honduras face the dangers of violence from rival groups or extrajudicial killings by the Honduran police who are in the midst of a violent crackdown on gang members.

In 2003 the government of Honduras responded to the increasing gang-related violence with a repressive policy that allows for the arrest and imprisonment without due process of any individual who bears markings of a gang- even if that individual has already left the gang and is trying to start anew. One night when the gang put him on lookout for a meeting, Osman ran away and took a bus to another city. But leaving *Mara 18* was not easy. Facing retaliation from his own gang, continued threats from rival gangs, and possible incarceration or assassination by the police, Osman hid out for two years before he decided to make the trip to the United States.

Arriving in Texas when he was only 17, he was arrested by immigration and spent several months in a adult prison in San Antonio. There he met immigration lawyer Teresa Davila-Coles, who took him on as a pro bono asylum case. Soon after that he was released to Casa Marianella.

Branded by the tattoos of the gang symbol "18" on both of his arms, Osman was permanently marked as a member of *Mara 18* and narrowly escaped arrest by the police. Even after a crude attempt to remove the tattoos by burning them off, the mass of angry scars on his arms made him an easy target for gang retaliation or arrest. Because of these tattoos, Osman and his lawyer argued that his life was in danger if he returned to Honduras.

A week after his court hearing Osman, the judge granted him political asylum. Far from the streets of San Pedro Sula, Osman is hunched over a notebook studying percentages. He looks like your average 18 year old kid: playing soccer on the weekends and studying for the GED in evening classes, trying to catch up on the education he abandoned in primary school. He hopes to enroll in the International High School to improve his English. He recognizes that he has been given a second chance at his life that many of his friends will never have. He sadly recalls that there were two other young gang members who tried to leave around the same time that he did: one was killed by the gang, the other is in prison in Honduras. Osman finishes his homework, smiles infectiously and begins to list his plans for his new life- to learn English, get his GED, get a good job and support to his sister and grandmother back in Honduras.

## Aisha and Safia



Five years ago Aisha and her 12 year old daughter, Safia, came to the United States from South Africa. For their safety they could not return to their country and they had come to the U.S. to request political asylum. They were put in the Hutto Family Detention Center for several months. Upon their release they came to Posada Esperanza to work on their political asylum case and start a new life. One would think that the fear, instability, and time in detention that they had experienced would have shaken Safia terribly. But Safia came to us sweet, friendly and determined. Aisha's strong, warm character guided the family. Aisha was clear on her family's goals. Safia would focus on school. Aisha would work hard and use her business skills to support the family. Safia fought for her right to enroll in the 8<sup>th</sup> grade even though she had missed several months of school due to being detained. Aisha started working at an Ethiopian restaurant and taking classes to become a Certified Nurse Assistant. While at Posada, Safia taught the families the crochet skills she had learned in detention and Aisha helped stressed Posada moms care for their babies.

When Aisha and Safia moved out of Posada they were on their way to winning their political asylum. They rented an apartment with another African woman. Aisha was working in home health care and Safia was excelling in school. In the years since they moved out of Posada they have stayed focused on their goals and have made outstanding achievements. Aisha now works two jobs. In the mornings she works in home health care and in the evenings she works for the State of Texas mental health services. She has bought a car and a house. Safia's focus on her academics has paid off as well. Safia graduated high school with honors and was offered a full scholarship to the University of Houston. She is now in her first semester in the honor's program. Her chosen major is bio technology. Aisha shines with pride for the accomplishments of herself and her daughter. At Posada, we feel proud to have taken just one step with this family along their long and outstanding journey.

## Romys

Romys is a teen mom who came to us on her 18<sup>th</sup> birthday. She was orphaned as a child in Honduras. Her aunt and uncle took custody of her, and they severely abused her—verbally, physically, and sexually—until she was able to run away. At age 17, she traveled alone to the United States. Instead of being given safety and placed in foster care or a group home for care and education, she was put into immigration detention. The Detention Center released her to Casa Marianella on her 18<sup>th</sup> birthday. Romys lived at Casa Marianella's Adult Shelter while she adjusted to life in the United States and found her way. She received housing, food, love, care, and case management. The Casa Marianella staff assisted her in enrolling in high-school classes. Romys became part of the Casa Marianella family. Casa Marianella Immigration Legal Services accepted her case and began fighting for her to be able to stay here in her new, safe environment. She had no one in Honduras except her abusive aunt and uncle. The CMILS attorneys assisted Romys in applying for Special Immigration Juvenile Status, a status for abandoned, abused, and neglected children. Her petition was approved, and the attorneys were able to terminate her removal proceedings. Romys now lives in stable housing, goes to school, and is raising her daughter in a safe and loving home. She recently became a permanent resident of the United States.





### **Veronica**

Originally from Mexico, Veronica came to Posada with her three children after her partner became abusive. After she got to Posada, she learned that the adult son of her partner had been sexually abusing her adolescent girl for all of the years they had all been living together. At Posada they clung together as a family for a sense of love and safety. They got protection orders against both men. Veronica worked as a hair dresser seven days a week. She would pick up the kids from school and keep them at the salon with her until late into the evening. After paying for the chair rental and all of her supplies, her income was tiny for all the hours and effort she put in.

After healing at Posada, Veronica's case manager was able to get the family into a long-term, subsidized supportive housing program as Veronica continued to care for her children and increase her income.

It has been three years since Veronica left Posada, but she still comes back to give free hair cuts to the Posada families. She always talks about how grateful she was that we took her in when she had no where else to go.

Last week she came to visit and told us all about the salon she now owns. She is doing so well, she is looking to hire a salonist. She proudly gave Posada a donation of \$200, thrilled to be in a position where she could help others.

### **Nora**

Nora and her two children lived in poverty in Togo in Western Africa, a county steeped in poverty and renowned for human rights violations. Nora won the Visa lottery to come to America, packed up their few possessions and left for America to start a better life.

Nora thought she was lucky because she had a cousin who invited her and her children to stay with him. As soon as they arrived, he began to treat the family badly and would not let Nora leave the house. But Nora is a strong woman and knew she could get them out of the house to safety. She searched until she found Posada Esperanza.

The family came to live at Posada. Her two children knew very little English and were in culture shock. Posada staff and the other families helped them get acclimated. With a safe place to live and heal, Nora quickly implemented a plan to support family. On her own, she found a school where she could study to become a CNA. The director of the school was from Africa and agreed to enroll Nora free of charge with the agreement that Nora would pay her after she got work.

Posada staff drove Nora up north every day so she could get her children to child care and still be on time for her classes. When a Posada ex-resident from South Africa learned of Nora, she set her up to volunteer at the nursing home where she worked. This was an excellent plan, because as soon as Nora passed her CNA exam, the nursing home hired her.

Now eight months later, Nora is living in an apartment, has paid off her debt to the school director, and is looking for a second job so that she can save up to take additional classes on administering medicine. I visited with the family recently and the children showed me their report cards filled with excellent grades. As I left, Nora gave me a card that said "Thank you for all that you have done for me and my family." Included in the card was a \$300 donation to Posada.



Every year, Casa Marianella takes care of one or two residents with a terminal illness. Some are long-term residents, and others come to us very sick, often released to us from Seton Brackenridge Hospital. They have no options other than Casa Marianella.

### Jorge

Jorge came to Casa Marianella in early August with a diagnosis of terminal cancer. This was a shock to him because by the time he was diagnosed for the pain in his side, the cancer had already spread all over his body. Casa got a call from a social worker at the hospital wanting to know if Jorge could stay with us while receiving Hospice care. We agreed to take him even though we knew that a cancer diagnosis is complicated to manage in the context of a shelter and that he would need lots of help going to radiation, chemotherapy and other appointments.

When Jorge arrived, we learned that he had family in the area. They briefly considered taking him home with them, but then brought him back. We learned over time that Jorge was estranged from his family due to a serious alcohol problem. Part of our work involved welcoming the family to visit Jorge at the shelter and gradually helping them to accept both him and his diagnosis. They were clearly not in a position to do everything for Jorge that he needed to have done. Meanwhile, Jorge took to Casa Marianella very well. He loved having people around all day who spoke Spanish. He also liked doing projects around the house whenever he felt well. Even shortly before he died at Christopher House, Jorge told the staff there that he preferred to return to Casa rather than his family's home. He felt needed and loved at Casa, and no one judged him for his past. Casa provided Jorge with his own medical case manager and also has staff on site around the clock so that when Jorge had his predictable pain crises in the middle of the night we were there to call the Hospice nurse or an ambulance and manage the arrangements for his treatment.

When Jorge finally went to Christopher House for his final weeks, Casa staff visited him, as did his mother who had come up from Mexico. After he died, we attended his funeral and provided support to Jorge's ex-wife. Although the outcome of this story is sad, we feel good about Casa's role in Jorge's journey. We were there to take him when he didn't have a place to go from the hospital. We were able to provide a homelike setting with friendly people. We were able to manage Jorge's medicines in the office and keep his narcotics in the safe. We collaborated with Hospice, which took the lead in Jorge's care, and we followed their instructions. We also provided a safe space for the various family members to gradually get to know Jorge again. This created the most loving and nurturing setting for Jorge as he worked through his disease. He died peacefully, surrounded by his family, both his family of origin and his Casa family.

The residents of Casa Marianella come to us alone, but life at the shelters creates new families with other shelter residents, staff and volunteers. Terminal residents die with love and care. New babies are born. We've even held weddings.





**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Erin D'Vincent, Senior Buyer

**DATE:** January 15, 2014

**SUBJECT:** Request for Determination of Goals for Solicitation No. EAD0116

Project Name: Self Sufficiency Social Services

Commodity

Code(s): 95243

Estimated Value: \$16,000,000

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

The Departmental Point of Contact is: Robert Kingham

at Phone: 972-5026

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

Insufficient scopes of work.

Veronica Lara, Director

Date:

1-21-14

cc: Lorena Resendiz